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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION.

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

STANLEY I. LEHRER, in his capacity as administrator of the Stanley I. Lehrer and Stuart M. Stein, J/T WROS, STUART M. STEIN, individually, and in his capacity as administrator of the Stanley I. Lehrer and Stuart M. Stein, J/T WROS, ARTHUR SISKIND, LINDA SOHN, NEAL GOLDMAN, DOUGLAS ELLENOFF, ELAINE STEIN ROBERTS, NEUBERGER BERMAN LLC, as former custodian of an Individual Retirement Account for the benefit of ELAINE STEIN ROBERTS, ARTHUR J. FEIBUS, EUNICE CHERVONY LEHRER, ELAINE S. STEIN, ELAINE S. STEIN REVOCABLE TRUST, JAMAT COMPANY, LLC, THE MESTRO COMPANY, TRUST U/W/O DAVID L. FISHER, TRUST U/T/A 8/20/90, and EVELYN FISHER, individually, and in her capacity as Trustee for TRUST U/W/O DAVID L. FISHER and TRUST U/T/A 8/20/90,

Defendants.

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

Adv. Pro. No. 10-05259 (SMB)

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DECLARATION OF ELISE S. FREJKA IN SUPPORT OF MOTION TO DISMISS

I, Elise S. Frejka, declare pursuant to 28 U.S.C. Section 1746 that the following is

true:

1. I am special counsel at the law firm of Kramer Levin Naftalis & Frankel LLP,

counsel for Moving Defendants in this adversary proceeding. I am admitted to practice law in

the State of New York and before the United States District Court for the Southern District of

New York.

2. I submit this declaration in support of the Moving Defendants' Motion to Dismiss

the Amended Complaint.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Amended Complaint.

4. Attached hereto as Exhibit 2 is a true and correct copy of the Consolidation and

Rule 54(b) Order.

5. Attached hereto as Exhibit 3 is a true and correct copy of the Final 546(e)

Judgment.

* * * *

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York

June 2, 2014

/s/ Elise S. Frejka

ELISE S. FREJKA

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EXHIBIT 1

WINDELS MARX LANE & MITTENDORF, LLP

156 West 56th Street

New York, New York 10019

Tel: (212) 237-1000 Fax: (212) 262-1215 Howard L. Simon Regina Griffin Stacey A. Bell

Special Counsel to Irving H. Picard, Trustee for the Substantively Consolidated SIPA Liquidation of Bernard L. Madoff Investment Securities LLC and Bernard L. Madoff

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION,

Plaintiff-Applicant,

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Defendant.

In re:

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Plaintiff,

v.

STANLEY I. LEHRER, in his capacity as administrator of the Stanley I. Lehrer and Stuart M. Stein, J/T WROS; STUART M. STEIN, individually, and in his capacity as administrator of the Stanley I. Lehrer and Stuart M. Stein, J/T WROS; ARTHUR SISKIND; LINDA SOHN; NEAL GOLDMAN; DOUGLAS ELLENOFF; ELAINE STEIN ROBERTS; NEUBERGER BERMAN LLC, as former custodian of an Individual Retirement Account for the benefit of

Adv. Pro. No. 08-01789 (BRL)

SIPA LIQUIDATION

(Substantively Consolidated)

Adv. Pro. No. 10-05259 (BRL)

ELAINE STEIN ROBERTS; ARTHUR J. FEIBUS; EUNICE CHERVONY LEHRER; NTC & CO. LLP, as former custodian of an Individual Retirement Account for the benefit of EUNICE CHERVONY; ELAINE S. STEIN; ELAINE S. STEIN REVOCABLE TRUST; JAMAT COMPANY, LLC; THE MESTRO COMPANY; TRUST U/W/O DAVID L. FISHER; TRUST U/T/A 8/20/90; and EVELYN FISHER, individually, and in her capacity as Trustee for TRUST U/W/O DAVID L. FISHER and TRUST U/T/A 8/20/90,

Defendants.

AMENDED COMPLAINT

Irving H. Picard (the "Trustee"), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC ("BLMIS") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq*. ("SIPA"), and the substantively consolidated estate of Bernard L. Madoff individually ("Madoff"), by and through his undersigned counsel, for his amended complaint (the "Amended Complaint") states as follows:

NATURE OF PROCEEDING

1. This adversary proceeding arises from the massive Ponzi scheme perpetrated by Madoff. Over the course of the scheme, there were more than 8,000 client accounts at BLMIS. In early December 2008, BLMIS generated client account statements for its approximately 4,900 open client accounts. When added together, these statements purport that clients of BLMIS had approximately \$65 billion invested with BLMIS. In reality, BLMIS had assets on hand worth a small fraction of that amount. On March 12, 2009, Madoff admitted to the fraudulent scheme and pled guilty to 11 felony counts, and was sentenced on June 29, 2009 to 150 years in prison.

¹ For convenience, future reference to SIPA will not include "15 U.S.C."

Stanley I. Lehrer ("Lehrer") and Stuart M. Stein ("Stein") received avoidable transfers from BLMIS.

- 2. Since December 11, 2002, Lehrer and Stein received the amount of \$22,371,311 from BLMIS. The Trustee's investigation has revealed that all of this amount represented fictitious profits from the Ponzi scheme. Accordingly, the Trustee seeks avoidance of the Transfers (as defined below) as they constitute nothing more than other people's money.
- 3. Upon information and belief, Stein, Arthur Siskind, Linda Sohn, Neal Goldman, Douglas Ellenoff, Elaine Stein Roberts, Neuberger Berman LLC, as former custodian of the Individual Retirement Account for the benefit of Elaine Stein Roberts, Arthur J. Feibus, Eunice Chervony Lehrer, NTC & Co. LLP, as former custodian of the Individual Retirement Account for the benefit of Eunice Chervony, Elaine S. Stein, the Elaine S. Stein Revocable Trust, Jamat Company, LLC, The Mestro Company, Trust u/w/o David L. Fisher, Trust u/t/a 8/20/90, and Evelyn Fisher, individually, and in her capacity as trustee for the Trust u/w/o David L. Fisher and the Trust u/t/a 8/20/90 (the "Subsequent Transferee Defendants") as well as Lehrer, received subsequent transfers of the avoidable transfers referenced herein. To the extent the funds transferred from BLMIS were for the benefit of the Subsequent Transferee Defendants, the Subsequent Transferee Defendants are the initial transferees of such transfers for purposes of the allegations herein.
- 4. This adversary proceeding is brought pursuant to sections 78fff(b), 78fff-1(a) and 78fff-2(c)(3) of SIPA, sections 105(a), 544, 548(a), 550(a) and 551 of title 11 of the United States Code (the "Bankruptcy Code"), the New York Fraudulent Conveyance Act (New York Debtor and Creditor Law § 270 *et seq*. (McKinney 2001) ("DCL")) and other applicable law, for avoidance of fraudulent conveyances in connection with certain transfers of property by BLMIS

to or for the benefit of Lehrer, Stein and the Subsequent Transferee Defendants. The Trustee seeks to set aside such transfers and preserve and recover the property for the benefit of BLMIS' defrauded customers.

JURISDICTION AND VENUE

- 5. This is an adversary proceeding commenced before the same Court before whom the main underlying SIPA proceeding, No. 08-01789 (BRL) (the "SIPA Proceeding"), is pending. The SIPA Proceeding was originally brought in the United States District Court for the Southern District of New York as *Securities Exchange Commission v. Bernard L. Madoff Investment Securities LLC et al.*, No. 08 CV 10791 (the "District Court Proceeding") and has been referred to this Court. This Court has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334(b) and 15 U.S.C. §§ 78eee(b)(2)(A), (b)(4).
 - 6. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (H) and (O).
 - 7. Venue in this district is proper under 28 U.S.C. § 1409.

DEFENDANTS

- 8. Upon information and belief, Defendant Stuart M. Stein maintains his residence in Ft. Lauderdale, Florida. Stein holds a BLMIS account with Lehrer as joint tenants with the right of survivorship in the name, "Stanley I. Lehrer and Stuart M. Stein, J/T WROS," (the "Joint Tenancy Account") with the account address reported as White Plains, New York. Stein is named in this Amended Complaint, individually, and in his capacity as administrator of the Joint Tenancy Account.
- 9. Upon information and belief, Stanley I. Lehrer maintains his residence in Delray Beach, Florida. Lehrer holds a BLMIS account with Stein as joint tenants with the right of survivorship in the name, "Stanley I. Lehrer and Stuart M. Stein, J/T WROS," with the account

address reported as White Plains, New York. Lehrer is named in this Amended Complaint solely in his capacity as administrator of the Joint Tenancy Account, and not personally.

- 10. Upon information and belief, Subsequent Transferee Defendant Arthur M. Siskind maintains his residence in New York, New York.
- 11. Upon information and belief, Subsequent Transferee Defendant Linda Sohn maintains her residence in New York, New York.
- 12. Upon information and belief, Subsequent Transferee Defendant Neal Goldman maintains his residence in Brooklyn, New York.
- 13. Upon information and belief, Subsequent Transferee Defendant Douglas Ellenoff maintains his residence in New York, New York.
- 14. Upon information and belief, Subsequent Transferee Defendant Elaine Stein Roberts maintains her residence in Delray Beach, Florida.
- 15. Upon information and belief, Subsequent Transferee Defendant Neuberger Berman, LLC is a limited liability company formed under the laws of the State of Delaware. Its principal place of business is located at 605 Third Avenue, New York, New York 10158. Upon further information and belief, Subsequent Transferee Defendant Neuberger Berman, LLC, was, at all relevant times, the custodian of an Individual Retirement Account for the benefit of Elaine Stein Roberts.
- 16. Upon information and belief, Subsequent Transferee Defendant Arthur J. Feibus maintains his residence in Mount Kisco, New York.
- 17. Upon information and belief, Subsequent Transferee Defendant Eunice Chervony Lehrer maintains her residence in Delray Beach, Florida.

- 18. Upon information and belief, Subsequent Transferee Defendant NTC & Co. LLP is a limited liability partnership that was formed under the laws of the State of Colorado. Its principal place of business is located at 717 17th Street, Suite 2100, Denver, Colorado 08202. Upon further information and belief, Subsequent Transferee Defendant NTC & Co. LLP, was, at all relevant times, the custodian of an Individual Retirement Account for the benefit of Eunice Chervony.
- 19. Upon information and belief, Subsequent Transferee Defendant Elaine S. Stein maintains her residence in Delray Beach, Florida.
- 20. Upon information and belief, Subsequent Transferee Defendant the Elaine S. Stein Revocable Trust is a revocable trust formed under the laws of the State of New York with an address reported in Delray Beach, Florida. Upon information and belief, Defendant Stuart Stein is a trustee of the Elaine S. Stein Revocable Trust and Subsequent Transferee Defendant Elaine S. Stein is a beneficiary of this trust.
- 21. Upon information and belief, Subsequent Transferee Defendant Jamat Company, LLC is a limited liability company formed under the laws of the State of New York. Its principal place of business is located in White Plains, New York. Upon further information and belief, Defendant Stuart M. Stein and/or Subsequent Transferee Defendant Arthur J. Feibus are the managing members of Jamat Company, LLC.
- 22. Upon information and belief, Subsequent Transferee Defendant The Mestro Company is a general partnership organized under the laws of the State of New York. Its principal place of business is located in White Plains, New York. Upon further information and belief, Defendant Stuart M. Stein and Subsequent Transferee Defendants Elaine Stein and the Elaine S. Stein Revocable Trust are partners in The Mestro Company.

- 23. Upon information and belief, Subsequent Transferee Defendant Trust u/w/o David L. Fisher is a trust established under the laws of the State of Illinois, with the address reported as Glencoe, Illinois. Upon further information and belief, Subsequent Transferee Defendant Evelyn Fisher is a trustee and the sole beneficiary of the trust.
- 24. Upon information and belief, Subsequent Transferee Defendant Trust u/t/a 8/20/90 is a trust established under the laws of the State of Illinois, with the address reported as Glencoe, Illinois. Upon further information and belief, Subsequent Transferee Defendant Evelyn Fisher is a trustee and the sole beneficiary of the trust.
- 25. Upon information and belief, Subsequent Transferee Defendant Evelyn Fisher maintains her residence in Glencoe, Illinois. Upon further information and belief, Evelyn Fisher is a trustee and the sole beneficiary of Subsequent Transferee Defendants Trust u/w/o David L. Fisher and Trust u/t/a 8/20/90.

BACKGROUND, THE TRUSTEE AND STANDING

26. On December 11, 2008 (the "Filing Date"),² Madoff was arrested by federal agents for violation of the criminal securities laws, including, *inter alia*, securities fraud, investment adviser fraud, and mail and wire fraud. Contemporaneously, the Securities and Exchange Commission ("SEC") filed a complaint in the District Court which commenced the District Court Proceeding against Madoff and BLMIS. The District Court Proceeding remains pending in the District Court. The SEC complaint alleged that Madoff and BLMIS engaged in fraud through the investment advisor activities of BLMIS.

² Section 78*lll*(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78eee(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." 15 U.S.C. § 78*lll*(7)(B). Thus, even though the application for a protective decree was filed on December 15, 2008, the Filing Date in this action is December 11, 2008.

- 27. On December 12, 2008, The Honorable Louis L. Stanton of the District Court entered an order appointing Lee S. Richards, Esq. (the "Receiver") as receiver for the assets of BLMIS.
- 28. On December 15, 2008, pursuant to section 78eee(a)(4)(A) of SIPA, the SEC consented to a combination of its own action with an application of the Securities Investor Protection Corporation ("SIPC"). Thereafter, pursuant to section 78eee(a)(4)(B) of SIPA, SIPC filed an application in the District Court alleging, *inter alia*, that BLMIS was not able to meet its obligations to securities customers as they came due and, accordingly, its customers needed the protections afforded by SIPA.
- 29. Also on December 15, 2008, Judge Stanton granted the SIPC application and entered an order pursuant to SIPA (the "Protective Decree"), which, in pertinent part:
- a. appointed the Trustee for the liquidation of the business of BLMIS pursuant to section 78eee(b)(3) of SIPA;
- b. appointed Baker & Hostetler LLP as counsel to the Trustee pursuant to section 78eee(b)(3) of SIPA; and
- c. removed the case to this Court pursuant to section 78eee(b)(4) of SIPA.

 By this Protective Decree, the Receiver was removed as Receiver for BLMIS.
- 30. By orders dated December 23, 2008 and February 4, 2009, respectively, the Bankruptcy Court approved the Trustee's bond and found that the Trustee was a disinterested person. Accordingly, the Trustee is duly qualified to serve and act on behalf of the estate of BLMIS.
- 31. At a Plea Hearing on March 12, 2009 in the case captioned *United States v. Madoff*, Case No. 09-CR-213(DC), Madoff pled guilty to an eleven-count criminal information

filed against him by the United States Attorneys' Office for the Southern District of New York. At the Plea Hearing, Madoff admitted that he "operated a Ponzi scheme through the investment advisory side of [BLMIS]." Plea Allocution of Bernard L. Madoff at 23, *United States v. Madoff*, No. 09-CR-213 (DC) (S.D.N.Y. March 12, 2009) (Docket No. 50). Additionally, Madoff asserted "[a]s I engaged in my fraud, I knew what I was doing [was] wrong, indeed criminal." *Id.* Madoff was sentenced on June 29, 2009 to 150 years in prison.

- 32. On August 11, 2009, a former BLMIS employee, Frank DiPascali, pled guilty to participating in and conspiring to perpetuate the Ponzi scheme. At a Plea Hearing on August 11, 2009 in the case entitled *United States v. DiPascali*, Case No. 09-CR-764 (RJS), DiPascali pled guilty to a ten-count criminal information. Among other things, DiPascali admitted that the fictitious scheme had begun at BLMIS since at least the 1980s. Plea Allocution of Frank DiPascali at 46, *United States v. DiPascali*, No. 09-CR-764 (RJS) (S.D.N.Y. Aug. 11, 2009) (Docket No. 11).
- 33. As the Trustee appointed under SIPA, the Trustee is charged with recovering and paying out customer property to BLMIS' customers, assessing claims, and liquidating any other assets of the firm for the benefit of the estate and its creditors. The Trustee is in the process of marshalling BLMIS' assets, and the liquidation of BLMIS' assets is well underway. However, such assets will not be sufficient to reimburse the customers of BLMIS for the billions of dollars that they invested with BLMIS over the years. Consequently, the Trustee must use his authority under SIPA and the Bankruptcy Code to pursue recovery from customers who received preferences and/or payouts of fictitious profits to the detriment of other defrauded customers whose money was consumed by the Ponzi scheme. Absent this or other recovery actions, the

Trustee will be unable to satisfy the claims described in subparagraphs (A) through (D) of SIPA section 78fff-2(c)(1).

- 34. Pursuant to section 78fff-1(a), the Trustee has the general powers of a bankruptcy trustee in a case under the Bankruptcy Code in addition to the powers granted by SIPA pursuant to SIPA section 78fff(b). Chapters 1, 3, 5 and subchapters I and II of chapter 7 of the Bankruptcy Code apply to this proceeding to the extent consistent with SIPA.
- 35. Pursuant to sections 78fff(b) and 78*lll*(7)(B) of SIPA, the Filing Date is deemed to be the date of the filing of the petition within the meaning of section 548 of the Bankruptcy Code and the date of the commencement of the case within the meaning of section 544 of the Bankruptcy Code.
- 36. The Trustee has standing to bring these claims pursuant to section 78fff-1(a) of SIPA and the Bankruptcy Code, including sections 323(b) and 704(a)(1), because, among other reasons:
- a. Lehrer, Stein and the Subsequent Transferee Defendants received "Customer Property" as defined in 15 U.S.C. §78*lll*(4);
 - b. BLMIS incurred losses as a result of the claims set forth herein;
 - c. BLMIS' customers were injured as a result of the conduct detailed herein;
- d. SIPC has not reimbursed, and statutorily cannot fully reimburse, all customers for all of their losses;
 - e. the Trustee will not be able to fully satisfy all claims;
- f. the Trustee, as bailee of customer property, can sue on behalf of the customer bailors;

- g. the Trustee is the assignee of claims paid, and to be paid, to customers of BLMIS who have filed claims in the liquidation proceeding (such claim-filing customers, collectively, "Accountholders"). As of the date hereof, the Trustee has received multiple express unconditional assignments of the applicable Accountholders' causes of action, which actions could have been asserted against Lehrer, Stein and the Subsequent Transferee Defendants. As assignee, the Trustee stands in the shoes of persons who have suffered injury in fact and a distinct and palpable loss for which the Trustee is entitled to reimbursement in the form of monetary damages. The Trustee brings this action on behalf of, among others, those defrauded customers of BLMIS who invested more money in BLMIS than they withdrew; and
- h. SIPC is the subrogee of claims paid, and to be paid, to customers of BLMIS who have filed claims in the liquidation proceeding. SIPC has expressly conferred upon the Trustee enforcement of its rights of subrogation with respect to payments it has made and is making to customers of BLMIS from SIPC funds.

THE FRAUDULENT PONZI SCHEME

37. Founded in 1959, BLMIS began operations as a sole proprietorship of Madoff and later, effective January 2001, formed as a New York limited liability company wholly owned by Madoff. Since in or about 1986, BLMIS operated from its principal place of business at 885 Third Avenue, New York, New York. Madoff, as founder, proprietor, chairman, and chief executive officer, ran BLMIS together with several family members and a number of additional employees. BLMIS was registered with the SEC as a securities broker-dealer under section 15(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 78*o*(b). By that registration, BLMIS is a member of SIPC. BLMIS had three business units: investment advisory (the "IA Business"), market making and proprietary trading.

- 38. For certain accounts in the IA Business, BLMIS purported to participate in a capital appreciation/depreciation strategy, depending on whether the customer sought to generate gains or losses. For example, the strategy was executed by either purporting to purchase small groups of securities near lows and then purporting to sell those same securities at highs, or by purporting to short-sell securities near highs and then purporting to repurchase those securities near lows.
- 39. For other accounts, Madoff described the IA Business' strategy as a "split-strike conversion" strategy. Madoff promised these clients that their funds would be invested in a basket of common stocks within the S&P 100 Index, which is a collection of the 100 largest U.S. publicly traded companies. The basket of stocks would be intended to mimic the movement of the S&P 100 Index. Madoff asserted that he would carefully time purchases and sales to maximize value, but this meant that the clients' funds would intermittently be out of the market, at which times they would purportedly be invested in U.S. issued securities and money market funds. The second part of the split-strike conversion strategy was the hedge of such purchases with option contracts. Madoff purported to purchase and sell S&P 100 Index option contracts that closely corresponded with the stocks in the basket, thereby controlling the downside risk of price changes in the basket of stocks.
- 40. Although clients of the IA Business received monthly or quarterly statements purportedly showing the securities that were held in or had been traded through their accounts, as well as the growth of and profit from those accounts over time, the trades reported on these statements were a complete fabrication. The security purchases and sales depicted in the account statements virtually never occurred and the profits reported were entirely fictitious. At his Plea Hearing, Madoff admitted that he never in fact purchased any of the securities he

claimed to have purchased for customer accounts. *See* Plea Allocution of Bernard L. Madoff at 3, *United States v. Madoff*, No. 09-CR-213 (DC) (S.D.N.Y. March 12, 2009) (Docket No. 50). Indeed, based on the Trustee's investigation to date and with the exception of isolated individual trades for certain clients, there is no record of BLMIS having cleared any purchase or sale of securities on behalf of the IA Business at the Depository Trust & Clearing Corporation, the clearing house for such transactions.

- 41. Prior to his arrest, Madoff assured clients and regulators that he conducted all trades on the over-the-counter market after hours. To bolster that lie, Madoff periodically wired tens of millions of dollars to BLMIS' affiliate, Madoff Securities International Ltd. ("MSIL"), a London based entity substantially owned by Madoff and his family. There are no records that MSIL ever used the wired funds to purchase securities for the accounts of the IA Business clients.
- 42. Additionally, based on the Trustee's investigation to date, there is no evidence that BLMIS ever purchased or sold any of the options that Madoff claimed on customer statements to have purchased and sold.
- 43. For all periods relevant hereto, the IA Business was operated as a Ponzi scheme and Madoff and his co-conspirators concealed the ongoing fraud in an effort to hinder, delay or defraud other current and prospective customers of BLMIS. The money received from investors was not set aside to buy securities as purported, but instead was primarily used to make the distributions to or payments on behalf of other investors. The money sent to BLMIS for investment, in short, was simply used to keep the scheme going and to enrich Madoff, his associates and others, including Lehrer, Stein and the Subsequent Transferee Defendants, until

such time as the requests for redemptions in December 2008 overwhelmed the flow of new investments and caused the inevitable collapse of the Ponzi scheme.

- 44. The payments to investors constituted an intentional misrepresentation of fact regarding the underlying accounts and were an integral and essential part of the fraud. The payments were necessary to validate the false account statements, and were made to avoid the detection of the fraud, to retain existing investors and to lure other investors in the Ponzi scheme.
- 45. During the scheme, certain investors requested and received distributions of the so-called "profits" listed for their accounts which were nothing more than fictitious profits.

 Other investors, from time to time, redeemed or closed their accounts, or removed portions of purportedly available funds, and were paid consistently with the statements they had been receiving. Some of those investors later re-invested part or all of those withdrawn payments with BLMIS.
- 46. When payments were made to or on behalf of these investors, including to Lehrer, Stein and the Subsequent Defendants, the falsified monthly statements of accounts reported that the accounts of such investors included substantial gains. In reality, BLMIS had not invested the investors' principal as reflected in customer statements. In an attempt to conceal the ongoing fraud and thereby hinder, delay or defraud other current and prospective investors, BLMIS paid to or on behalf of certain investors the inflated amounts reflected in the falsified financial statements, including principal and/or fictitious profits.
- 47. BLMIS used the funds deposited from new investments to continue operations and pay redemption proceeds to or on behalf of other investors and to make other transfers. Due to the siphoning and diversion of new investments to fund redemptions requested by other investors, BLMIS did not have the funds to pay investors on account of their new investments.

BLMIS was able to stay afloat only by using the principal invested by some clients to pay other investors or their designees.

- 48. In an effort to hinder, delay or defraud authorities from detecting the fraud, BLMIS did not register as an Investment Advisor until September 2006.
- 49. In or about January 2008, BLMIS filed with the SEC a Uniform Application for Investment Adviser Registration. The application represented, *inter alia*, that BLMIS had 23 customer accounts and assets under management of approximately \$17.1 billion. In fact, in January 2008, BLMIS had approximately 4,900 active client accounts with a purported value of approximately \$65 billion under management.
- 50. Not only did Madoff seek to evade regulators, Madoff also had false audit reports "prepared" by Friehling & Horowitz, a three-person accounting firm in Rockland County, New York. Of the two accountants at the firm, one was semi-retired and living in Florida for many years prior to the Filing Date.
- 51. At all times relevant hereto, the liabilities of BLMIS were billions of dollars greater than the assets of BLMIS. At all relevant times, BLMIS was insolvent in that (i) its assets were worth less than the value of its liabilities; (ii) it could not meet its obligations as they came due; and (iii) at the time of the transfers, BLMIS was left with insufficient capital.

THE TRANSFERS

52. According to BLMIS' records, the Joint Tenancy Account (No. 1L0013) was maintained with BLMIS, as set forth on Exhibit A. The Joint Tenancy Account was first established in or about January 1978 by Howard M. Squadron ("Squadron") and Allen A. Stein as joint tenants with the right of survivorship. Following Allen A. Stein's death on November 8, 1988, ownership of the Joint Tenancy Account changed to Squadron and Stanley I. Lehrer as

joint tenants with the right of survivorship. On or about April 21, 1992, ownership of the Joint Tenancy Account was changed to Stanley I. Lehrer and Stuart M. Stein, as joint tenants with the right of survivorship, and the named account holder was amended to "Stanley I. Lehrer and Stuart M. Stein, J/T WROS."

- 53. Upon information and belief, a Customer Agreement, an Option Agreement, and/or a Trading Authorization Limited to Purchases and Sales of Securities and Options (collectively, the "Account Agreements") were executed and delivered to BLMIS at BLMIS' headquarters located at 885 Third Avenue, New York, New York.
- 54. The Joint Tenancy Account Agreements were to be performed in New York, New York through securities trading activities that would take place in New York, New York. The Joint Tenancy Account was held in New York, New York, and funds were sent to BLMIS and/or to BLMIS' account at JPMorgan Chase & Co., Account #xxxxxxxxxxx1703 (the "BLMIS Bank Account") in New York, New York for application to the Joint Tenancy Account and the purported conducting of trading activities. Between the date the Joint Tenancy Account was opened and the Filing Date, deposits were made to BLMIS through checks and/or wire transfers into the BLMIS Bank Account and/or the Joint Tenancy Account received inter-account transfers from other BLMIS accounts.
- 55. During the six years prior to the Filing Date, BLMIS made transfers to Lehrer, Stein and/or the Subsequent Transferee Defendants (collectively, the "Transfers") totaling at least \$22,371,311 in fictitious profits from the Ponzi scheme. The Transfers constitute non-existent profits supposedly earned in the Joint Tenancy Account, but, in reality, they were other people's money. The Transfers were made to or for the benefit of the Lehrer, Stein and/or the

Subsequent Transferee Defendants and are set forth in Columns 10 and 11 on Exhibit B annexed hereto.

- 56. The Transfers that are avoidable and recoverable under sections 544(b), 550(a)(1) and 551 of the Bankruptcy Code, applicable provisions of SIPA, particularly SIPA section 78fff-2(c)(3), and applicable provisions of N.Y. CPLR 203(g) (McKinney 2001) and DCL sections 273 279 (McKinney 2001) total at least \$22,371,311 and are referred to hereafter as the "Six Year Transfers." See Exhibit B, Column 11.
- 57. The Transfers that are avoidable and recoverable under sections 548(a), 550(a)(1) and 551 of the Bankruptcy Code and applicable provisions of SIPA, particularly SIPA section 78fff-2(c)(3), total at least \$4,955,500 and are referred to hereafter as the "Two Year Transfers." See Exhibit B, Column 10.
- 58. Upon information and belief, some or all of the Transfers were subsequently transferred by Lehrer, Stein and/or the Subsequent Transferee Defendants to one or more of the Subsequent Transferee Defendants (collectively, the "Subsequent Transfers").
- 59. The Subsequent Transfers, or the value thereof, are recoverable from the Subsequent Transferee Defendants pursuant to § 550(a) of the Bankruptcy Code.
- 60. The Trustee's investigation is ongoing and the Trustee reserves the right to
 (i) supplement the information regarding the Transfers, Subsequent Transfers and any additional transfers and (ii) seek recovery of such additional transfers.
- 61. To the extent that any of the avoidance and/or recovery counts may be inconsistent with each other, they are to be treated as being pled in the alternative.

CUSTOMER CLAIMS

- 62. On or about February 26, 2009, Lehrer and Stein, as administrators of the Joint Tenancy Account (the "Administrator Defendants"), filed a customer claim with the Trustee which the Trustee has designated as Claim No. 004003 (the "Customer Claim").
- 63. On or about July 1, 2010, the Trustee issued a Notice of Trustee's Determination of Claim to Defendants (the "Determination") with respect to the Customer Claim. A copy of the Determination is attached hereto as Exhibit C.
- 64. The Administrator Defendants did not file an objection to the Determination with the Court.
- 65. On December 23, 2008, this Court entered an Order on Application for Entry of an Order Approving Form and Manner of Publication and Mailing of Notices, Specifying Procedures for Filing, Determination and Adjudication of Claims, and Providing Other Relief ("Claims Procedures Order"; Docket No. 12). The Claims Procedures Order includes a process for determination and allowance of claims under which the Trustee has been operating. The Trustee intends to resolve the Customer Claim and any related objections to the Trustee's determination of such claim through a separate hearing as contemplated by the Claims Procedures Order.

<u>COUNT ONE</u> FRAUDULENT TRANSFER – 11 U.S.C. §§ 548(a)(1)(A), 550(a) AND 551

- 66. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.
- 67. Each of the Two Year Transfers was made on or within two years before the Filing Date.

- 68. Each of the Two Year Transfers constituted a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.
- 69. Each of the Two Year Transfers was made by BLMIS with the actual intent to hinder, delay or defraud some or all of BLMIS' then existing and/or future creditors.
- 70. Each of the Two Year Transfers constitutes a fraudulent transfer avoidable by the Trustee pursuant to section 548(a)(1)(A) of the Bankruptcy Code and recoverable pursuant to section 550(a) of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA.
- 71. As a result of the foregoing, pursuant to sections 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment:

 (a) avoiding and preserving the Two Year Transfers, (b) directing that the Two Year Transfers be set aside, and (c) recovering the Two Year Transfers, or the value thereof, from Stein for the benefit of the estate of BLMIS.

<u>COUNT TWO</u> FRAUDULENT TRANSFER – 11 U.S.C. §§ 548(a)(1)(B), 550(a) AND 551

- 72. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.
- 73. Each of the Two Year Transfers was made on or within two years before the Filing Date.
- 74. Each of the Two Year Transfers constituted a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and pursuant to section 78fff-2(c)(3) of SIPA.
- 75. BLMIS received less than reasonably equivalent value in exchange for each of the Two Year Transfers.

- 76. At the time of each of the Two Year Transfers, BLMIS was insolvent, or became insolvent as a result of the Two Year Transfers.
- 77. At the time of each of the Two Year Transfers, BLMIS was engaged in a business or a transaction, or was about to engage in a business or transaction, for which any property remaining with BLMIS was an unreasonably small capital.
- 78. At the time BLMIS made each of the Two Year Transfers, BLMIS had incurred, was intending to incur, or believed that it would incur debts beyond its ability to pay them as the debts matured.
- 79. Each of the Two Year Transfers constitutes a fraudulent transfer avoidable by the Trustee pursuant to section 548(a)(1)(B) of the Bankruptcy Code and recoverable pursuant to section 550(a) of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA.
- 80. As a result of the foregoing, pursuant to sections 548(a)(1)(B), 550(a), and 551 of the Bankruptcy Code and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment:

 (a) avoiding and preserving the Two Year Transfers, (b) directing that the Two Year Transfers be set aside, and (c) recovering the Two Year Transfers, or the value thereof, from Stein for the benefit of the estate of BLMIS.

COUNT THREE FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 276, 278 AND/OR 279, AND 11 U.S.C. §§ 544(b), 550(a) AND 551

- 81. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.
- 82. At all times relevant to the Six Year Transfers, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against

BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

- 83. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
- 84. Each of the Six Year Transfers was made by BLMIS with the actual intent to hinder, delay or defraud the creditors of BLMIS. BLMIS made each of the Six Year Transfers to or for the benefit of Lehrer and Stein in furtherance of a fraudulent investment scheme.
- 85. As a result of the foregoing, pursuant to DCL sections 276, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment: (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS.

COUNT FOUR FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 273 AND 278 AND/OR 279, AND 11 U.S.C. §§ 544(b), 550(a) AND 551

- 86. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of the Amended Complaint as if fully rewritten herein.
- 87. At all times relevant to the Six Year Transfers, there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.
- 88. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
 - 89. BLMIS did not receive fair consideration for any of the Six Year Transfers.

- 90. BLMIS was insolvent, or became insolvent as a result of the Six Year Transfers.
- 91. As a result of the foregoing, pursuant to DCL sections 273, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment: (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS.

<u>COUNT FIVE</u> FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 274, 278 AND/OR 279, AND 11 U.S.C. §§ 544(b), 550(a), AND 551

- 92. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of the Amended Complaint as if fully rewritten herein.
- 93. At all times relevant to the Six Year Transfers there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.
- 94. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
 - 95. BLMIS did not receive fair consideration for any of the Six Year Transfers.
- 96. At the time BLMIS made each of the Six Year Transfers, BLMIS was engaged or was about to engage in a business or transaction for which the property remaining in its hands after each of the Six Year Transfers was an unreasonably small capital.
- 97. As a result of the foregoing, pursuant to DCL sections 274, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment: (a) avoiding and preserving the Six Year Transfers,

(b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS.

COUNT SIX FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 275, 278 AND/OR 279, AND 11 U.S.C. §§ 544(b), 550(a), AND 551

- 98. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of the Amended Complaint as if fully rewritten herein.
- 99. At all times relevant to the Six Year Transfers there have been and are one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.
- 100. Each of the Six Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
 - 101. BLMIS did not receive fair consideration for any of the Six Year Transfers.
- 102. At the time BLMIS made each of the Six Year Transfers, BLMIS had incurred, was intending to incur, or believed that it would incur debts beyond its ability to pay them as the debts matured.
- 103. As a result of the foregoing, pursuant to DCL sections 275, 278 and/or 279 and sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment: (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS.

COUNT SEVEN RECOVERY OF SUBSEQUENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 278 AND/OR 279 AND 11 U.S.C. §§ 544, 548, 550(a) AND 551

- 104. To the extent applicable, the Trustee incorporates by reference the allegations contained in the previous paragraphs of this Amended Complaint as if fully rewritten herein.
- 105. Each of the Transfers is avoidable under sections 544 and 548 of the Bankruptcy Code, DCL sections 273, 274, 275 and/or 276 and section 78fff-2(c)(3) of SIPA.
- 106. On information and belief, the Subsequent Transfers were transferred by Lehrer, Stein and/or one or more of the Subsequent Transferee Defendants to one or more of the Subsequent Transferee Defendants.
- 107. Each of the Subsequent Transfers was made directly or indirectly to the Subsequent Transferee Defendants.
- 108. The Subsequent Transferee Defendants are immediate or mediate transferees of the Subsequent Transfers.
- 109. As a result of the foregoing and the avoidance of the within Transfers, pursuant to DCL sections 278 and/or 279, sections 544(b), 548(a), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA, the Trustee is entitled to a judgment against the Subsequent Transferee Defendants: (a) avoiding and preserving the Subsequent Transfers, (b) directing that the Subsequent Transfers be set aside, and (c) recovering the Subsequent Transfers, or the value thereof, from the Subsequent Transferee Defendants for the benefit of the estate of BLMIS.

WHEREFORE, the Trustee respectfully requests that this Court enter judgment in favor of the Trustee as follows:

i. On the First Claim for Relief, pursuant to sections 548(a)(1)(A), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Two

Year Transfers, (b) directing that the Two Year Transfers be set aside, and (c) recovering the Two Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;

- ii. On the Second Claim for Relief, pursuant to sections 548(a)(1)(B), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Two Year Transfers, (b) directing that the Two Year Transfers be set aside, and (c) recovering the Two Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;
- iii. On the Third Claim for Relief, pursuant to DCL sections 276, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA:

 (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;
- iv. On the Fourth Claim for Relief, pursuant to DCL sections 273, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA:

 (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;
- v. On the Fifth Claim for Relief, pursuant to DCL sections 274, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA:

 (a) avoiding and preserving the Six Year Transfers, (b) directing the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;
- vi. On the Sixth Claim for Relief, pursuant to DCL sections 275, 278 and/or 279, sections 544(b), 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA:

- (a) avoiding and preserving the Six Year Transfers, (b) directing that the Six Year Transfers be set aside, and (c) recovering the Six Year Transfers, or the value thereof, from Stein, for the benefit of the estate of BLMIS;
- vii. On the Seventh Claim for Relief as a result of the avoidance of the within Transfers, pursuant to DCL section 278 and/or 279, sections 544(b), 548, 550(a) and 551 of the Bankruptcy Code, and section 78fff-2(c)(3) of SIPA: (a) avoiding and preserving the Subsequent Transfers; (b) directing that the Subsequent Transfers be set aside; and (c) recovering the Subsequent Transfers, or the value thereof, from the Subsequent Transferee Defendants for the benefit of the estate of BLMIS.
- viii. On all Claims for Relief, pursuant to federal common law and N.Y. CPLR 5001 and 5004 awarding the Trustee prejudgment interest from the date on which the Transfers were received;
- ix. On all Claims for Relief, establishment of a constructive trust over the proceeds of the Transfers and the Subsequent Transfers in favor of the Trustee for the benefit of BLMIS' estate;
- x. On all Claims for Relief, assignment of Stein's and the Subsequent Transferee Defendants' income tax refunds from the United States, state and local governments for taxes paid on fictitious profits during the course of the scheme;
- xi. On all Claims for Relief, awarding the Trustee all applicable interest, costs, and disbursements of this action; and

xii. On all Claims for Relief, granting Plaintiff such other, further, and different relief as the Court deems just, proper and equitable.

Date: New York, New York December 10, 2010

WINDELS MARX LANE & MITTENDORF, LLP

/s/ Regina Griffin

Regina Griffin (<u>rgriffin@windelsmarx.com</u>) Howard L. Simon (<u>hsimon@windelsmarx.com</u>) Stacey A. Bell (<u>sbell@windelsmarx.com</u>) 156 West 56th Street New York, New York 10019

Telephone: (212) 237-1000 Facsimile: (212) 262-1215

Special Counsel for Irving H. Picard, Trustee for the Substantively Consolidated SIPA Liquidation of Bernard L. Madoff Investment Securities LLC and Bernard L. Madoff

WAN MARCHA . N.T.	owno acomb
BLMIS Account Name	
ACTUAL CANADA CANADA CANADA CANADA	<u> </u>
STANLEY I LEHRER & STUART M STEIN I/T WROS	11 /i/h1%
PRICE LAND TO THE PROPERTY OF	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
<u>Date</u>	Transaction Description	Transaction Amount Reported in Customer Statement	<u>Cash</u> <u>Deposits</u>	<u>Cash</u> <u>Withdrawals</u>	Transfers of Principal In	Transfers of Principal Out	Balance of Principal	90-Day Preferential Transfers	2-Year <u>Fraudulent</u> <u>Transfers</u>	6-Year Fraudulent Conveyances
3/31/1981	PRINCIPAL CREDIT MARCH 1981	1,545,525 [1]	1,545,525	_	_	_	1,545,525	-	_	_
	PRINCIPAL CREDIT MARCE 1981	tiki kiti ^{kil}		-		-	i jeru jeru		-	
3/9/1982 3/1/1983	CHECK CHECK	(150)	::	(750)		: : : : : : : : : : : : : : : : : : :	1,835,085	**	33	=
3/15/1982	CHECK RET	750	750	(799) -	-	-	1,834,335 1,835,085	-	-	-
7/13/1982	CHECK	(50,478)		(50,478)			1,784,607			
10/27/1982	TRANS TO H SQUADRON (180135)	(200,000)	-	-	-	(200,000)	1,584,607	-	-	-
1/28/1983	CHECK	151,111	151,111				1,735,718	<u> </u>	5	-
7/18/1983 7/28/1983	CHECK CHECK	(75,000)	-	(75,000)	-	-	1,660,718	-	-	-
8/15/1983	CHECK	(25,000) (85,000)	_	(25,000) (85,000)		<u>-</u>	1, 635,718 1,550,718	<u>-</u>	<u>-</u>	-
2/8/1984	CHECK	63,315	63,315	(65,000)	_	_	1,614,033	<u>-</u>	_	
4/5/1984	CHECK	15,000	15,000	-	-	-	1,629,033	-	-	-
5/17/1985	CHECK	(1,633)		(1,633)	×		1,627,400		-	-
3/17/1986	CHECK	(2,139)	-	(2,139)			1,625,261	-		-
3/27/1987 1/22/1988	CHECK CHECK	(4,000) (254,654)		(4,000) (254,654)		- -	1, 621,261 1,366,607	<u>-</u>	×	
2/1/1988	CHECK	(234,654) 1 54,65 4	154,654	(234,034)	-	-	1,521,261	-	-	-
2/11/1988	CHECK	100,000	100,000	<u>-</u>	-	-	1,621,261	<u>-</u>	-	-
4/18/1988	CHECK	(4,000)		(4,000)	-	-	1,617,261		-	
2/1/1989	TRANS TO 10191510 (101915)	(2,175,926) [2]	-	-	-	(1,617,261)	-	-	-	-
3/2/1989	CHECK	(4,000)		(4,000)	н		(4,000)		-	
7/12/1989	CHECK	100,000	100,000	-	-	-	96,000	-	-	-
1/3/1990	CHECK	500,000	500,000	-		*	596,000		*	-
2/2/1990	TRANS FROM 10191510 (101915)	1,436,087 [3]	-	-	861,609	-	1,457,609	-	-	-
2/2/1990	TRANS FROM 10191510 (101915)	1,259,482 ^[3]	-	(50,000)	755,651		2,213,261			
2/13/1990 2/22/1990	CHECK CHECK	(50,000) (12,000)	-	(50,000) (12,000)	-	-	2,163,261 2,151,261	-	-	-
3/1/1990	CANCEL CHECK 02/22/90	12,000	-	12,000		-	2,163,261	-	-	-
3/2/1990	CHECK	(5,000)		(5,000)			2,158,261		-	
6/11/1990	TRANS TO H&A SQUADRON (180136)	(1,600,000)	-	-	-	(1,600,000)	558,261	-	-	-
6/29/1990	CHECK	(90,000)	.	(90,000)		-	468,261	÷	-	-
11/26/1990	TRANS FR 10177410 A/O 11/16/90 (180136)	13,093	-	- (400,000)	13,093	-	481,354	-	-	-
1/11/1991 2/15/1991	CHECK CHECK	(480,000) (5,000)	<u>-</u>	(480,000)	<u> </u>	_	1,354 (3,646)	-		<u>-</u>
7/2/1991	CHECK	(160,000)		(160,000)			(163,646)	-	-	
7/3/1991	STOP PAYMENT CHECK 7/2/91	160,000	-	160,000	-	-	(3,646)	-	-	-
7/3/1991	CHECK	(160,000)		(160,000)			(163,646)		-	
2/19/1992	CHECK	(5,000)	-	(5,000)	<u>-</u>	<u>-</u>	(168,646)	-	<u>-</u>	<u>-</u>
1/11/1993 3/16/1993	CHECK CHECK	100,000 (6,000)	100,000	(6,000)	9	<u>-</u>	(68,646) (74,646)	-	- -	·
3/25/1993	STOP PAYMENT	6,000		6,000	_	_	(68,646)	<u>-</u>	-	_
3/26/1993	CHECK	(6,000)	-	(6,000)	-	-	(74,646)	-	-	-
4/1/1993	CHECK	150,000	150,000			-	75,354			
12/31/1993	CHECK WIRE	176,000	176,000	-	-	-	251,354	-	-	-
4/12/1994	CHECK	(7,000)	14	(7,000)	×		244,354	H		-
6/9/1994 1 2/8/19 94	CHECK CHECK	(165,000) (2,05 0,000)	-	(165,000) (2,05 0,000)	-	-	79,354 (1, 97 0, 646)	-	<u>-</u>	-
3/16/1995	CHECK	(7,000)	-	(7,000)	-	-	(1,977,646)	-	-	-
3/31/1995	CHECK WIRE	100,000	100,000	(1,000)	6	-	(1,877,646)	-	-	-
6/16/1995	CHECK	(175,000)		(175,000)			(2,052,646)	-	<u>-</u>	<u>-</u>
2/28/1996	CHECK	(7,000)	-	(7,000)	-		(2,059,646)	-	-	-
3/15/1996	CHECK	(195,654)	-	(195,654)	-	<u>-</u>	(2,255,300)	-	-	<u>-</u>
4/26/1996	CHECK	(61,531)	-	(61,531)	-	-	(2,316,831)	-	1	-
6/18/1996	ROLLOVER TO 1 S023130 (1S0231)	(308,130) [4]	-	-	-	-	(2,316,831)	-	-	-
6/18/1996	ROLLOVER A/O 6/18/96 (1L0105)	(2,389,267) [4]		·-	-		(2,316,831)	·-	-	
6/26/1996	ROLLOVER TO 1S023130 (1S0231)	(370,403) [4]	-	-	-	-	(2,316,831)	-	-	-

08-01789-cgm Doc 6893 Filed 06/02/14 Entered 06/02/14 21:27:45 Main Document BLMIS ACCOUNT NO. 11:0013 - SPAGL 23 10 ft 1250 STUART M STEIN J/T WROS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
<u>Date</u>	Transaction <u>Description</u>	Transaction Amount Reported in Customer Statement	<u>Cash</u> <u>Deposits</u>	<u>Cash</u> <u>Withdrawals</u>	Transfers of Principal In	Transfers of Principal Out	Balance of Principal	90-Day Preferential <u>Transfers</u>	2-Year Fraudulent Transfers	<u>6-Year</u> <u>Fraudulent</u> <u>Conveyances</u>
7.2 (Jak 270:1606	BOLLOWER TO ISBEST SU(280287) CHECK	(765,951) ⁽⁴		(30,000)		e.	(2.346,631)			
erielet eret	KARISTE	(2,444)		(3, \$10)			(1,570,577)			
9/17/1996 9/24/1996	CHECK CHECK	(50,000) (78,000)	-	(50,000) (78,000)	- 8	<u>-</u>	(2,400,277) (2 ,47 8,277)	-	-	-
12/16/1996	TRANS TO 1L010530 (1L0105)	(174,677) [4]	-	-	-	-	(2,478,277)	-	-	-
12/16/1996	TRANS TO 18023130 (180231)	(101,294) [4]		-	-		(2,478,277)	-	-	
12/31/1996	CHECK WIRE	75,000	75,000	<u> </u>	-	<u>-</u>	(2,403,277)	-	-	-
1/2/1997 1/3/1997	TRANS TO 1P006230 (1P0062)	(616,018) [4]		(400,000)	-	e e	(2,403,277)		-	
1/3/1997	CHECK CHECK	(400,000) (4,416,669)	-	(400,000) (4,416,669)	-	-	(2,803,277) (7,219,946)	-	-	- H
1/17/1997	CHECK	(50,000)	-	(50,000)	<u>-</u>	<u>-</u>	(7,269,946)	-	<u>-</u>	
2/19/1997	CHECK	(193,959)	-	(193,959)	-	н	(7,463,905)		H	
3/27/1997 4/4/1997	CHECK CHECK	(150,000) (100,000)	-	(150,000)	-	-	(7,613,905) (7,713,905)		-	-
4/14/1997	CHECK	(150,000)	-	(150,000)	<u>-</u>	<u>-</u>	(7,863,905)	<u>-</u>	<u>-</u>	<u>-</u>
5/30/1997	CHECK	(30,000)	20.000	(30,000)	-		(7,893,905)			
6/10/1997 6/13/1997	CHECK CHECK	20,000 (42,500)	20,000	(42,500)	-	<u>-</u>	(7,873,905) (7,916,405)	_	-	<u>-</u>
7/25/1997	TRANS TO 1L014130 (1L0141)	(3,664,425) [4]			_	-	(7,916,405)		-	_
8/28/1997	CHECK	(150,000)	-	(160,000)	-		(8,076,405)	i -	-	-
11/19/1997	TRANS TO 1P006230 (1P0062)	(761,185) ^[4]	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	(8,076,405)	-	<u>-</u>	<u>-</u>
11/19/1997	TRANS FROM 1P006230 (1P0062)	761,185 ^[5]		-		-	(8,076,405)			
11/19/1997 1 1/26/1997	CANCEL (1P0062) CHECK	(761,185) (3 0,000)	_	- (30,000)	-	-	(8,076,405) (8,106,405)	-	-	<u>-</u>
12/11/1997	TRANS FROM 1L010530 (1L0105)	100,000 [5]	-	(30,000)		-	(8,106,405)	-	_	-
12/12/1997	CHECK WIRE	50,000	50,000	-	-	-	(8,056,405)	-	-	
12/17/1997	CHECK	(100,000)	-	(100,000)	<u>-</u>	<u>-</u>	(8,156,405)	<u>-</u>	<u>-</u>	<u>-</u>
12/24/1997 2/27/1998	CHECK RETURNED CHECK	100,000 (33,898)	_	100,000 (33,898)	_		(8,056,405) (8,090,304)	<u>-</u>	_	
3/5/1998	CHECK	(200,000)	-	(200,000)	-	-	(8,290,304)	-	-	-
4/2/1998	CHECK	(175,000)		(175,000)	<u>-</u>	<u> </u>	(8,465,304)	-	<u>-</u>	<u>-</u>
5/5/1998 5/22/1998	CHECK WIRE CHECK	100,000 (60,000)	100,000	(60,000)	-	<u>-</u>	(8,365,304) (8,425,304)	-	-	-
7/6/1998	CHECK	(50,000)	-	(50,000)	-	- -	(8,475,304)	-	- H	-
7/16/1998	CHECK	(75,000)	-	(75,000)	<u>-</u>	-	(8,550,304)	<u>-</u>	<u>-</u>	<u>-</u>
10/6/1998	CHECK	(20,000)	-	(20,000)		-	(8,570,304)	-		-
11/17/1998 1 2/3/1998	TRANS TO 1P006230 (1P0062) CHECK	(912,570) ^[4] (1 50,000)	-	(150,000)	-	-	(8,570,304) (8,720,30 4)	-	-	-
12/18/1998	TRANS FROM 1L010530 (1L0105)	250,000 [5]	-	-	<u>-</u>	-	(8,720,304)	-	-	-
12/23/1998	CHECK	(200,000)	-	(200,000)	-	×	(8,920,304)		-	-
12/23/1998	TRANS TO 1S038730 (1S0387)	(2,241,458) [4]			<u>-</u>	<u>-</u>	(8,920,304)	<u>-</u>	<u>.</u>	<u>-</u>
1 /7/1999 2/11/1999	CHECK CHECK	(200,000) (100,000)	<u>-</u>	(200,000) (100,000)	-	<u>-</u>	(9,120,304) (9,220,304)	<u>-</u>	-	-
3/2/1999	CHECK	(17,000)	_	(17,000)	-	-	(9,237,304)	-	-	_
3/24/1999	CHECK	(130,000)	-	(130,000)	-	-	(9,367,304)	-		
4/8/1999	CHECK	(40,000)	.	(40,000)	-		(9,407,304)	-	-	-
4/13/1999 4/14/1999	CHECK TRANS TO 1 S028730 (1S0287)	(50,000) (90,193) ^[4]	-	(50,000)	-	-	(9,457,304) (9,457,304)	-	-	-
5/26/1999	CHECK	(150,000)	-	(150,000)	-	-	(9,607,304)	-	-	-
12/6/1999	TRANS TO 1P006230 (1P0062)	(1,466,484) [4]		<u> </u>			(9,607,304)	<u> </u>		
12/8/1999	CHECK	(20,000)	<u>-</u>	(20,000)	<u>-</u>	<u>-</u>	(9,627,304)	<u>-</u>	<u>-</u>	<u>-</u>
12/31/1999	TRANS TO 1E015830 (1E0158)	(2,000,000) [4]	-	(200,000)			(9,627,304)	1-		
1/3/2000	CHECK	(200,000) (5) 200,000 [5]	-	(200,000)	-	-	(9,827,304)	-	-	-
1/11/2000 1/12/2000	TRANS FROM 1L010530 A/O 12/31 /1L010 CHECK	(120,000)	-	(120,000)	<u>-</u>	<u>-</u>	(9,827,304) (9,947,304)	- -	<u>-</u>	<u>-</u>
1.12.2000		(120,000)		(120,000)			(~,~ 1/,~01)			

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
<u>Date</u>	Transaction Description	Transaction Amount Reported in Customer Statement	<u>Cash</u> <u>Deposits</u>	<u>Cash</u> <u>Withdrawals</u>	Transfers of Principal In	Transfers of Principal Out	Balance of Principal	90-Day Preferential Transfers	2-Year Fraudulent Transfers	<u>6-Year</u> <u>Fraudulent</u> <u>Conveyances</u>
1/21/2000	CHECK	83,000	83 ,000			5	(9,864,304)			-
2/1/2000	TRANS TO 1P006230 (1P0062)	(84,171) [4]		-		<u>-</u>	(9,864,304)			<u>-</u>
2/2/2000 3/1/2000	CHECK CHECK	(17,500) (280,000)	-	(17,500) (280,000)	<u>-</u>	-	(9,881,804) (10,161,804)	<u>-</u>	_	_
3/1/2000	CHECK	(200,000)	=	(200,000)	-	-	(10,361,804)	-	9	-
5/22/2000	CHECK	(100,000)	<u>-</u>	(100,000)	-	<u>-</u>	(10,461,804)	<u>-</u>	<u>-</u>	<u>-</u>
5/31/2000 6/30/2000	CHECK WIDE	(140,000)	25,000	(140,000)	-		(10,601,804)	-		
8/29/2000	CHECK WIRE CHECK	25,000 (195,000)	25,000	(195,000)	-	-	(10,576,804) (10,771,804)	-	-	-
11/7/2000	CHECK	(4,050,000)	-	(4,050,000)	<u>-</u>	-	(14,821,804)	-	-	-
12/19/2000	CHECK	(100,000)	-	(100,000)	-		(14,921,804)	-		-
12/29/2000	CHECK	(150,000)	<u>-</u>	(150,000)	-	<u>-</u>	(15,071,804)	-	-	-
12/29/2000 1/2/2001	TRANS FROM 1L010530 (1L0105)	200,000 [5]	÷	(100,000)	H	Y	(15,071,804)	-	н	
1/23/2001	CHECK CHECK	(100,000) 75,000	75,000	(100,000)	-	-	(15,171,804) (15,096,804)	-	-	-
2/8/2001	CHECK	(19,500)	-	(19,500)	-		(15,116,304)	-	-	-
2/9/2001	CHECK	(100,000)		(100,000)	4		(15,216,304)	-	-	
2/13/2001	CHECK	40,000	40,000	- (240,000)	-	<u>-</u>	(15,176,304)	-	-	-
2/20/2 001 2/22/2001	CHECK TRANS TO 10022520 (100225)	(240 ,000) (795,195) ^[4]	<u>-</u>	(240,000)	-	_	(15,416,304)	<u>-</u>	-	-
2/22/2001 2/22/2001	TRANS TO 1G032530 (1G0325) TRANS TO 1S043730 (1S0437)	(640,682) ^[4]	-	-	-		(15,416,304) (15,416,304)		-	-
3/13/2001	CHECK	(35,000)	-	(35,000)		-	(15,451,304)	-	-	-
3/30/2001	CHECK	(100,000)	-	(100,000)	-		(15,551,304)	-		
5/1/2001	CHECK	(180,000)	<u>-</u>	(180,000)	-	<u>-</u>	(15,731,304)	-	<u>-</u>	<u>-</u>
5/15/2001	CHECK	(90,000)	*	(90,000)	-	-	(15,821,304)	-	-	
6/26/2001	TRANS TO 1G032530 (1G0325)	(19,545) [4]	-	_			(15,821,304)	_	_	
6/26/2001 8/30/2001	TRANS TO 18043730 (180437) CHECK	(15,747) ^[4] (150,000)		(150,000)		=	(15,821,304) (15,971,304)	-	H	-
11/9/2001	CHECK	(100,000)	-	(100,000)	-	-	(16,071,304)	-	-	_
12/28/2001	CHECK	(100,000)	-	(100,000)	-	-	(16,171,304)	-	-	<u>-</u>
12/31/2001	TRANS FROM 1L010530 (1L0105)	225,000 ^[5]	-	-	-		(16,171,304)	-	-	-
1/17/2002	CHECK	(150,000)		(150,000)			(16,321,304)	-	-	
2/4/2002 2/5/2002	STOP PAYMENT CHECK	150,000 (150,000)	<u>-</u>	150,000 (150,000)		<u>-</u>	(16,171,304) (16,321,304)	<u> </u>	<u>.</u>	<u>-</u>
2/6/2002	CHECK	(19,500)	-	(19,500)	-	-	(16,340,804)	-	-	-
2/25/2002	CHECK	(240,000)	-	(240,000)	-	-	(16,580,804)	-	-	<u>-</u>
3/26/2002	CHECK	(55,000)	100 000	(55,000)	-		(16,635,804)	-	H	
4/30/2002 5/16/2002	CHECK CHECK	190,000 (100,000)	190,000	(100,000)	-	-	(16,445,804) (16,545,804)	-	-	_
5/22/2002	CHECK	(100,000)		(100,000)			(16,645,804)	-	<u>-</u>	-
6/17/2002	CHECK	(55,000)	-	(55,000)	-	i.	(16,700,804)	-	i.	-
8/1/2002	CHECK	(50,000)	-	(50,000)	-	-	(16,750,804)	<u>-</u>	-	<u>-</u>
9/13/2002 11/27/2002	CHECK CHECK	(55,000)	-	(55,000)	-	-	(16,805,804) (16,835,804)	-		_
12/2/2002	CHECK	(65,000)	-	(65,000)	-	-	(16,900,804)		-	
12/11/2002	CHECK	(55,000)		(55,000)	-	-	(16,955,804)	<u>-</u>	<u>-</u>	(55,000)
12/31/2002	TRANS FROM 1L010530 (1L0105)	500,000 ^[8]	-		-		(16,955,804)			
1/2/2003	CHECK	(100,000)	-	(100,000)	-	<u>-</u>	(17,055,804)		<u>-</u>	(100,000)
1/29/2003 2/7/2003	CHECK CHECK	(20,500) (150,000)	-	(20,500) (150,000)	<u>-</u>	-	(17,076,304) (17,226,304)	-	<u>-</u>	(20,500) (150,000)
3/3/2003	CHECK	25,000	25,000	(150,000)	н	-	(17,220,304)	-	H	(100,000)
3/21/2003	CHECK	(300,000)	-	(300,000)	-	<u>-</u>	(17,501,304)	-	-	(300,000)
4/29/2003	CHECK	30,000	30,000	(200,000)	-	×	(17,471,304)	-	н	(200,000)
6/2/2003 6/16/2003	CHECK CHECK	(200,000) (985,000)	-	(200,000) (985,000)	-	-	(17,671,304) (18,656,304)	-	-	(200,000) (985,000)
6/23/2003	CHECK WIRE	800,000	800,000	(363,000)	- -	-	(17,856,304)	-	-	-
8/4/2003	CHECK WIRE	500,000	500,000	-	-	e e	(17,356,304)	-		e e
8/15/2003	CHECK	(150,000)	-	(150,000)	-	-	(17,506,304)	-	-	(150,000)

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
<u>Date</u>	Transaction Description	Transaction Amount Reported in Customer Statement	<u>Cash</u> <u>Deposits</u>	<u>Cash</u> <u>Withdrawals</u>	Transfers of Principal In	Transfers of Principal Out	Balance of Principal	90-Day Preferential Transfers	<u>2-Year</u> <u>Fraudulent</u> <u>Transfers</u>	<u>6-Year</u> <u>Fraudulent</u> <u>Conveyances</u>
9/11/2003 10/1/2003	CHECK WIRE CHECK	99,970 (50,000)	99,970	(50,000)	<u>-</u>	- -	(17,406, 33 4) (17,456,334)	;- -	-	(50,000)
12/1/2003	CHECK	(250,000)	_	(250,000)	_	_	(17,706,334)	_	-	(250,000)
12/2/2003	CHECK	10,000	10,000	- (75 000)		-	(17,696,334)			- /as 0000
12/10/2003 12/17/2003	CHECK CHECK	(75,000) (50,000)	<u>-</u>	(75,000) (50,000)		<u>-</u>	(17,771,334) (17,821,334)			(75,000) (50,000)
12/30/2003	CHECK	191,000	191,000	(= 3,000)	9		(17,630,334)		9	(6.03,000)
12/31/2003	TRANS FROM 1L010530 (1L0105)	300,000 [5]	-	-	<u>-</u>	<u>-</u>	(17,630,334)	<u>-</u>	<u>-</u>	<u>-</u>
1/23/2004 2/6/2004	CHECK CHECK	(100,000) (121,500)	- -	(100,000) (121,500)	-	<u>-</u>	(17,730,334) (17,851,834)	<u>-</u>	-	(100,000) (121,500)
3/2/2004	CHECK	(150,000)	-	(150,000)	_		(18,001,834)	_	-	(150,000)
3/3/2004	CHECK	(55,000)	-	(55,000)	-	-	(18,056,834)	-		(55,000)
3/5/2004 4/15/2004	CHECK CHECK	(150,000) (25,000)		(150,000) (25,000)	4	Y I	(18,206,834) (18,231,834)		4	(150,000) (25,000)
5/11/2004	CHECK	(925,000)	-	(925,000)	-	-	(19,156,834)	-	-	(925,000)
6/3/2004	CHECK	(55,000)	-	(55,000)	-	<u>-</u>	(19,211,834)	-	-	(55,000)
6/28/2004 8/3/2004	CHECK CHECK	(100,000) (75,000)	<u>-</u>	(100,000)	<u>-</u>	-	(19,311,834) (19,386,834)	<u>-</u>	-	(100,000) (75,000)
8/4/2004	CHECK	(75,000)	-	(75,000)	-	-	(19,461,834)	-	-	(73,000)
8/9/2004	RETURNED CHECK	75,000	<u>-</u>	75,000	<u>-</u>	<u>-</u>	(19,386,834)	<u>-</u>	<u>-</u>	<u>-</u>
8/19/2004 9/2/2004	CHECK CHECK	(369,000) (55,000)	-	(369,000) (55,000)	-		(19,755,834) (19,810,834)	-		(369,000) (55,000)
9/28/2004	CHECK	50,000	50,000	(55,000)	-		(19,760,834)		-	(33,000)
9/28/2004	TRANS FROM 1L010530 (1L0105)	500,000 [5]	-	-	-	-	(19,760,834)	-	<u>-</u>	-
9/30/2004	CHECK	(100,000)	-	(100,000)	-		(19,860,834)		-	(100,000)
10/20/2004	TRANS FROM 1L010530 (1L0105)	500,000 [5]	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	(19,860,834)	<u>-</u>	<u>-</u>	<u>-</u>
11/1/2004 11/3/2004	TRANS TO 1L010530 (1L0105) CHECK	(1,000,000) [4] (1,255,000)	-	(1,255,000)		<u>-</u>	(19,860,834) (21,115,834)	<u>-</u>	<u>-</u>	(1,255,000)
11/16/2004	CHECK	(1,233,000)	-	(120,000)	-	-	(21,235,834)	-	-	(120,000)
12/13/2004	CHECK	(55,000)	-	(55,000)	-	<u>-</u>	(21,290,834)	<u>-</u>	-	(55,000)
12/30/2004 12/31/2004	CHECK CHECK	(100,000) (1,535,311)	- -	(100,000) (1,535,311)	-	-	(21,390,834) (22,926,145)	<u>-</u>	-	(100,000) (1,535,311)
12/31/2004	TRANS FROM 1L010530 (1L0105)	500,000 [5]	_	(1,555,511)			(22,926,145)	_	-	(1,555,511)
1/24/2005	CHECK	(150,000)		(150,000)	-	-	(23,076,145)			(150,000)
2/9/2005	CHECK	(375,000)	-	(375,000)	-	¥	(23,451,145)	-	-	(375,000)
2/25/2005 3/17/2005	CHECK CHECK	(22,500) (1,016,000)	-	(22,500) (1,016,000)	-	-	(23,473,645) (24,489,645)	-	-	(22,500) (1,016,000)
3/24/2005	CHECK	(100,000)	-	(100,000)	-	-	(24,589,645)	-	-	(100,000)
4/29/2005	CHECK	(2,500,000)	-	(2,500,000)	-	ž	(27,089,645)	-	-	(2,500,000)
5/26/2005 7/19/2005	CHECK CHECK	(192,500) 50,000	50,000	(192,500)	-	-	(27,282,145) (27,232,145)		-	(192,500)
7/22/2005	CHECK	(50,000)	-	(50,000)	-		(27,282,145)	-	-	(50,000)
8/26/2005	CHECK	(180,000)	-	(180,000)		e e	(27,462,145)	-	4	(180,000)
9/16/2005 9/21/2005	CHECK CHECK	(150,000) (250,000)	-	(150,000) (250,000)	-	-	(27,612,145) (27,862,145)	-	-	(150,000) (250,000)
9/26/2005	CHECK	25,000	25,000	- ×	-	<u>-</u>	(27,837,145)	<u>-</u>	<u>-</u>	-
10/3/2005	CHECK	(400,000)	£0.000	(400,000)	-	-	(28,237,145)	-	-	(400,000)
10/18/2005 12/1/2005	CHECK CHECK	50,000 (35,000)	50,000	(35,000)	_	-	(28,187,145) (28,222,145)	-	-	(35,000)
12/6/2005	CHECK	(110,000)	-	(110,000)	-	<u>-</u>	(28,332,145)	<u>-</u>	-	(110,000)
12/16/2005	CHECK	(50,000)	-	(50,000)	-	¥	(28,382,145)	-	-	(50,000)
12/30/2005 1/3/2006	TRANS FROM 1L010530 (1L0105) CHECK	500,000 ^[5] (250,000)	-	(250,000)	<u>-</u>	<u>-</u>	(28,382,145) (28,632,145)	_	_	(250,000)
1/31/2006	CHECK	(1,050,000)	-	(1,050,000)	- -	-	(28,632,145)	- -	<u>-</u>	(1,050,000)
2/3/2006	CHECK	(50,000)		(50,000)	-		(29,732,145)		-	(50,000)
3/1/2006 3/31/2006	CHECK	(198,500) (255 ,000)	_	(198,500) (255,000)	_	-	(29,930,645) (30.185,645)	-	_	(198,500) (255 ,000)
5/31/2006	CHECK	(915,000)	<u>-</u>	(915,000)	<u>-</u>	<u>-</u>	(31,100,645)	<u> </u>	<u>-</u>	(915,000)
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Column 1	Column 2	Column 3 <u>Transaction Amount</u>	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9 <u>90-Day</u>	Column 10 <u>2-Year</u>	Column 11 <u>6-Year</u>
<u>Date</u>	<u>Transaction</u> <u>Description</u>	Reported in <u>Customer Statement</u>	<u>Cash</u> <u>Deposits</u>	<u>Cash</u> <u>Withdrawals</u>	Transfers of Principal In	Transfers of Principal Out	Balance of Principal	<u>Preferential</u> <u>Transfers</u>	<u>Fraudulent</u> <u>Transfers</u>	<u>Fraudulent</u> <u>Conveyances</u>
6/13/2006	CHECK	(50,000)	· · · · · · · · · · · · · · · · · · ·	(50.000)			(31,150,645)			(50,000)
6/26/2006	CHECK	420,000	420,000	-	-	-	(30,730,645)	-	-	-
7/18/2006	CHECK	(150,000)		(150,000)		-	(30,880,645)	<u>-</u>		(150,000)
8/1/2006	CHECK	(900,000)	-	(900,000)	-	-	(31,780,645)	-	-	(900,000)
9/1/2006	CHECK	(155,000)		(155,000)			(31,935,645)			(155,000)
9/7/2006	CHECK	(30,000)	-	(30,000)	-	-	(31,965,645)	-	-	(30,000)
11/3/2006	CHECK	(100,000)		(100,000)	-		(32,065,645)		-	(100,000)
12/27/2006	CHECK	15,000	15,000	-	-	-	(32,050,645)	-	-	-
12/29/2006	CHECK	(55,000)		(55,000)			(32,105,645)		(55,000)	(55,000)
1/2/2007	STOP PAYMENT	90,000	-	90,000	-	-	(32,015,645)	-	-	-
1/2/2007	CHECK	(90,000)	-	(90,000)			(32,105,645)		(90,000)	(90,000)
1/2/2007	CHECK	(90,000)	<u>-</u>	(90,000)	<u>-</u>	<u>-</u>	(32,195,645)	-	<u>-</u>	
1/19/2007	CHECK	(100,000)		(100,000)			(32,295,645)		(100,000)	(100,000)
2/8/2007	CHECK	(50,000)	-	(50,000)	-	-	(32,345,645)	-	(50,000)	(50,000)
2/22/2007	CHECK	(25,000)	_	(25,000)	-		(32,370,645)	-	(25,000)	(25,000)
3/5/2007	CHECK	(40,000)	-	(40,000)	-	-	(32,410,645)	-	(40,000)	(40,000)
3/15/2007	CHECK	(625,000)		(625,000)			(33,035,645)		(625,000)	(625,000)
5/10/2007	CHECK	(125,000)	-	(125,000)	<u>.</u>	<u>-</u>	(33,160,645)	-	(125,000)	(125,000)
6/5/2007	CHECK	(335,000)		(335,000)			(33,495,645)		(335,000)	(335,000)
8/16/2007	CHECK	(10,000)	-	(10,000)	-	-	(33,505,645)	-	(10,000)	(10,000)
8/22/2007	CHECK	(80,000)	-	(80,000)		-	(33,585,645)	-	(80,000)	(80,000)
8/31/2007	CHECK	(1,250,000)		(1,250,000)	-	-	(34,835,645)		(1,250,000)	(1,250,000)
9/27/2007 10/29/2007	CHECK CHECK	(175,000) 30,000	30,000	(175,000)			(35,010,645)		(175,000)	(175,000)
11/19/2007	CHECK		30,000	/£0.0003	-	-	(35,030,645)	-	(50,000)	/E0.000\
11/28/2007	CHECK	(50,000) (10,000)	-	(50,000) (10,000)	-	-	(35,040,645)	<u>-</u>	(50,000) (10,000)	(50,000) (10,000)
12/7/2007	CHECK	(55,000)	-	(55,000)		-	(35,095,645)		(55,000)	(55,000)
12/27/2007	CHECK	(98,000)	_	(98,000)		_	(35,193,645)	<u> </u>	(98,000)	(98,000)
		650,000 ^[5]	_	(28,000)	_			_	(38,000)	(56,000)
12/31/2007 1/2/2008	TRANS FROM 1L010530 (1L0105)	(300,000)	-	(200,000)	-		(35,193,645)		(200,000)	(200,000)
2/4/2008	CHECK CHECK	(300,000)	-	(300,000) (100,000)	-	-	(35,493,645)	-	(300,000)	(300,000) (100,000)
2/8/2008	CHECK	(40,000)		(40,000)	-	-	(35,633,645)	-	(40,000)	(40,000)
2/22/2008	CHECK	(25,000)	<u>-</u>	(25,000)	-	<u>-</u>	(35,658,645)	<u>-</u>	(25,000)	(25,000)
3/4/2008	CHECK	(220,000)		(220,000)	_	_	(35,878,645)		(220,000)	(220,000)
3/19/2008	CHECK	(225,000)		(225,000)			(36,103,645)	<u> </u>	(225,000)	(225,000)
3/26/2008	CHECK	(85,000)		(85,000)	-	-	(36,188,645)	-	(85,000)	(85,000)
4/25/2008	CHECK	(107,500)	<u>-</u>	(107,500)			(36,296,145)	<u>-</u>	(107,500)	(107,500)
5/28/2008	CHECK	(120,000)	-	(120,000)	-	-	(36,416,145)	-	(120,000)	(120,000)
7/18/2008	CHECK	(85,000)	-	(85,000)	-	· ·	(36,501,145)	-	(85,000)	(85,000)
8/11/2008	CHECK	(80,000)	-	(80,000)	-	-	(36,581,145)		(80,000)	(80,000)
8/22/2008	CHECK	175,173	175,173	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			(36,405,972)	-		ì i
8/26/2008	CHECK	(50,000)	-	(50,000)	-	-	(36,455,972)	-	(50,000)	(50,000)
8/27/2008	CHECK	(90,000)		(90,000)	-		(36,545,972)	-	(90,000)	(90,000)
8/28/2008	CHECK RETURNED	(175,173)	(175,173)	-	-	-	(36,721,145)	-	-	-
9/8/2008	CHECK	175,173	175,173		-		(36,545,972)	-		
9/8/2008	CHECK	(55,000)	-	(55,000)	-	-	(36,600,972)	-	(55,000)	(55,000)

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Column 1	Column 2	Column 3	Colu	mn 4	C	Column 5	(Column 6	(Column 7	Column 8	•	Column 9		Column 10	Column 11
<u>Date</u>	<u>Transaction</u> <u>Description</u>	Transaction Amount Reported in Customer Statement	<u>Ca</u> <u>Depe</u>		<u>Wi</u>	<u>Cash</u> ithdrawals	_	ransfers of rincipal In	_	ransfers of incipal Out	Balance of Principal	_	90-Day referential <u>Fransfers</u>	-	2-Year Fraudulent Transfers	<u>6-Year</u> Fraudulent Conveyances
3. 20. 21 EM	THADIS TO THUI SKID (HUDESI)	Line i														
47377100	TRANS FROM 15015000 (150150)	4(0),000					•	40,000,000,00	***************************************	•	 (34,300,972)		-		*	
	CHECK	(190,000)									/#L ########					
11/19/2008	CHECK	(40,000)		-		(40,000)		-		-	(36,400,972)		-		(40,000)	(40,000)
12/2/2008	CHECK	20,000		20,000				-			(36,380,972)		-		9	
		Total:	\$ 6,	595,808	S	(41,589,872)	S	2,030,354	\$	(3,417,261)	\$ (36,380,972)	S	-	S	(4,955,500)	\$ (22,371,311)

^[1] Exhibit B sets forth a cash flow forensic analysis of the specified account(s) from March 1981 up to December 11, 2008, as applicable. Although records of BLMIS customer statements exist back to November 1978 in some circumstances, there is less financial information on those statements. Accordingly, the attached cash flow analysis provides the accountholder(s) with a beneficial presumption that the cash and securities on a historical cost basis in the account(s) as of March 1981 were principal and did not include any fictitious profits.

^[2] Although BLMIS statements reflect that a larger transfer was made out of the account on this date, a portion of the "transferred" funds consisted of fictitious profits which were never achieved and thus could not have been transferred. Accordingly, only the principal remaining in the account was transferred out of the account on this date.

^[3] Although BLMIS statements reflect that a larger transfer was made into the account on this date, a portion of the "transferred" funds consisted of fictitious profits which were never achieved and thus could not have been transferred. Accordingly, only the principal remaining in the originating account was transferred into this account on this date.

^[4] Although BLMIS statements reflect that funds were transferred out of this account on this date, these funds consisted entirely of fictitious profits which were never achieved and thus no funds were actually transferred out of the account on this date. Accordingly, the account balance has remained unchanged.

^[5] Although BLMIS statements reflect that funds were transferred into this account on this date, these funds consisted entirely of fictitious profits which were never achieved and thus no funds were actually transferred into the account on this date. Accordingly, the account balance has remained unchanged.

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

July 1, 2010

Stanley I. Lehrer and Stuart M. Stein JT/WROS REDACTED White Plains, NY 10603

Dear Stanley I. Lehrer and Stuart M. Stein JT/WROS:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa et seq. ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee has made the following determination regarding your claim on BLMIS Account No. 1L0013 designated as Claim Number 4003:

Your claim for securities is **DENIED**. No securities were ever purchased for your account.

Further, based on the Trustee's analysis, the amount of money you withdrew from your account at BLMIS (total of \$45,007,132.98), as more fully set forth in Table 1 annexed hereto and made a part hereof, is greater than the amount that was deposited with BLMIS for the purchase of securities (total of \$8,626,161.46). As noted, no securities were ever purchased by BLMIS for your account. Any and all profits reported to you by BLMIS on account statements were fictitious.

¹ Section 78*Ill*(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78eee(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78*Ill*(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

As reflected in Table 1, certain of the transfers into or out of your account have been adjusted. As part of the Trustee's analysis of accounts, the Trustee has assessed accounts based on a money in/money out analysis (i.e., has the investor deposited more or less than he or she withdrew from BLMIS). This analysis allows the Trustee to determine which part of an account's balance is originally invested principal and which part is fictitious gains that were fabricated by BLMIS. A customer's allowed claim is based on the amount of principal in the customer's account.

Whenever a customer requested a transfer from one account to another, the Trustee analyzed whether the transferor account had principal in the account at the time of the transfer. The available principal in the account was transferred to and credited in the transferee account. Thus, the reason that the adjusted amount of transferred deposits or withdrawals in Table 1 is less than the purported transfer amount is that the transferor account did not have sufficient principal available to effectuate the full transfer. The difference between the purported transfer amount and the adjusted transfer amount is the amount of fictitious gain that was transferred to or from your account. Under the money in/money out analysis, the Trustee does not give credit for fictitious gains in settling your allowed claim.

Since there were no profits to use either to purchase securities or to pay you any money beyond the amount that was deposited into your BLMIS account, the amount of money you received in excess of the deposits in your account (\$36,380,971.52) was taken from other customers and given to you. Accordingly, because you have withdrawn more than was deposited into your account, you do not have a positive "net equity" in your account and you are not entitled to an allowed claim in the BLMIS liquidation proceeding. Therefore, your claim is **DENIED** in its entirety.

On March 1, 2010, the United States Bankruptcy Court for the Southern District of New York (Lifland, J.) issued a decision which affirmed the Trustee's Net Investment Method for determining customer claims. The final resolution of this issue is expected to be determined on appeal.

Should a final and unappealable court order determine that the Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, the Trustee will be bound by that order and will apply it retroactively to all previously determined customer claims in accordance with the Court's order. Nothing in this Notice of Trustee's Determination of Claim shall be construed as a waiver of any rights or claims held by you in having your customer claim re-determined in accordance with any such Court order.

PLEASE TAKE NOTICE: If you disagree with this determination and desire a hearing before Bankruptcy Judge Burton R. Lifland, you <u>MUST</u> file your written opposition, setting forth the grounds for your disagreement, referencing Bankruptcy Case No. 08-1789 (BRL) and attaching copies of any documents in support of your position, with the United States Bankruptcy Court and the Trustee within THIRTY DAYS after July 1, 2010, the date on which the Trustee mailed this notice.

PLEASE TAKE FURTHER NOTICE: If you do not properly and timely file a written opposition, the Trustee's determination with respect to your claim will be deemed confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: If you properly and timely file a written opposition, a hearing date for this controversy will be obtained by the Trustee and you will be notified of that hearing date. Your failure to appear personally or through counsel at such hearing will result in the Trustee's determination with respect to your claim being confirmed by the Court and binding on you.

PLEASE TAKE FURTHER NOTICE: You must mail your opposition, if any, in accordance with the above procedure, to each of the following addresses:

Clerk of the United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, New York 10004

and

Irving H. Picard, Trustee c/o Baker & Hostetler LLP 45 Rockefeller Plaza New York, New York 10111

Irving H. Picard

Trustee for the Liquidation of the Business of Bernard L. Madoff Investment Securities LLC

Stanley I. Lehrer and Stuart M. Stein JT/WROS REDACTED Delray Beach, FL 33446

cc:

	- Table 1	· anno compresso and compressor in the					
DEPOSITS							
DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT				
3/31/1981	ALIX: 3/31/1981 Equity	\$1,545,524.74	\$1,545,524.7				
3/31/1981	ALIX: 3/31/1981 Equity	\$290,309.95	\$290,309.9				
3/15/1982	CHECK RET	\$750.00	\$750.0				
1/28/1983	CHECK	\$151,111.08	\$151,111.0				
2/8/1984	CHECK	\$63,314.75	\$63,314.7				
4/5/1984	CHECK	\$15,000.00	\$15,000.0				
2/1/1988	CHECK	\$154,654.00	\$154,654.0				
2/11/1988	CHECK	\$100,000.00	\$100,000.0				
7/12/1989	CHECK	\$100,000.00	\$100,000.0				
1/3/1990	CHECK	\$500,000.00	\$500,000.0				
2/2/1990	TRANS FROM 10191510	\$1,436,086.77	\$861,609.2				
2/2/1990	TRANS FROM 10191510	\$1,259,481.61	\$755,651.3				
11/26/1990	TRANS FR 10177410 A/O 11/16/90	\$13,093.00	\$13,093.0				
1/11/1993	CHECK	\$100,000.00	\$100,000.0				
4/1/1993	CHECK	\$150,000.00	\$150,000.0				
12/31/1993	CHECK WIRE	\$176,000.00	\$176,000.0				
3/31/1995	CHECK WIRE	\$100,000.00	\$100,000.0				
12/31/1996	CHECK WIRE	\$75,000.00	\$75,000.0				
6/10/1997	CHECK	\$20,000.00	\$20,000.0				
11/19/1997	TRANS FROM 1P006230	\$761,185.41	\$0.				
11/19/1997	CANCEL	(\$761,185.41)	\$0.0				
12/11/1997	TRANS FROM 1L010530	\$100,000.00	\$0.0				
12/12/1997	CHECK WIRE	\$50,000.00	\$50,000.				
5/5/1998	CHECK WIRE	\$100,000.00	\$100,000.				
12/18/1998	TRANS FROM 1L010530	\$250,000.00	\$0.				
1/11/2000	TRANS FROM 1L010530 A/O 12/31	\$200,000.00	\$0.				
1/21/2000	CHECK	\$83,000.00	\$83,000.				
6/30/2000	CHECK WIRE	\$25,000.00	\$25,000.0				
12/29/2000	TRANS FROM 1L010530	\$200,000.00	\$0.				
1/23/2001	CHECK	\$75,000.00	\$75,000.0				
2/13/2001	CHECK	\$40,000.00	\$40,000.0				
12/31/2001	TRANS FROM 1L010530	\$225,000.00	\$0.4				
4/30/2002	CHECK	\$190,000.00	\$190,000.				
12/31/2002	TRANS FROM 1L010530	\$500,000.00	\$0.				
3/3/2003	CHECK	\$25,000.00	\$25,000.0				
4/29/2003	CHECK	\$30,000.00	\$30,000.0				
6/23/2003	CHECK WIRE	\$800,000.00	\$800,000.0				
8/4/2003	CHECK WIRE	\$500,000.00	\$500,000.0				
9/11/2003	CHECK WIRE	\$99,970.00	\$99,970.0				
12/2/2003	CHECK	\$10,000.00	\$10,000.0				
12/30/2003	CHECK	\$191,000.00	\$191,000.0				

ALLEGATION OF THE PROPERTY OF			
\$8,626,161.46	\$14,129,469.27		Total Deposits:
\$20,000.00	\$20,000.00	CHECK	12/2/2008
\$400,000.00	\$400,000.00	TRANS FROM 1E015830	9/29/2008
\$175,173.37	\$175,173.37	CHECK	9/8/2008
(\$175,173.37)	(\$175,173.37)	CHECK RETURNED	8/28/2008
\$175,173.37	\$175,173.37	CHECK	8/22/2008
\$0.00	\$650,000.00	TRANS FROM 1L010530	12/31/2007
\$30,000.00	\$30,000.00	CHECK	10/29/2007
\$15,000.00	\$15,000.00	CHECK	12/27/2006
\$420,000.00	\$420,000.00	CHECK	6/26/2006
\$0.00	\$500,000.00	TRANS FROM 1L010530	12/30/2005
\$50,000.00	\$50,000.00	CHECK	10/18/2005
\$25,000.00	\$25,000.00	CHECK	9/26/2005
\$50,000.00	\$50,000.00	CHECK	7/19/2005
\$0.00	\$500,000.00	TRANS FROM 1L010530	12/31/2004
\$0.00	\$500,000.00	TRANS FROM 1L010530	10/20/2004
\$0.00	\$500,000.00	TRANS FROM 1L010530	9/28/2004
\$50,000.00	\$50,000.00	CHECK	9/28/2004
\$0.00	\$300,000.00	TRANS FROM 1L010530	12/31/2003

	WITHDRAWALS						
DATE	TRANSACTION DESCRIPTION	AMOUNT	ADJUSTED AMOUNT				
3/9/1982	CHECK	(\$750.00)	(\$750.00)				
3/11/1982	CHECK	(\$750.00)	(\$750.00)				
7/13/1982	CHECK	(\$50,477.64)	(\$50,477.64)				
10/27/1982	TRANS TO H SQUADRON	(\$200,000.00)	(\$200,000.00)				
7/18/1983	CHECK	(\$75,000.00)	(\$75,000.00)				
7/28/1983	CHECK	(\$25,000.00)	(\$25,000.00)				
8/15/1983	CHECK	(\$85,000.00)	(\$85,000.00)				
5/17/1985	CHECK	(\$1,633.31)	(\$1,633.31)				
3/17/1986	CHECK	(\$2,139.00)	(\$2,139.00)				
3/27/1987	CHECK	(\$4,000.00)	(\$4,000.00)				
1/22/1988	CHECK	(\$254,654.00)	(\$254,654.00)				
4/18/1988	CHECK	(\$4,000.00)	(\$4,000.00)				
2/1/1989	TRANS TO 10191510	(\$2,175,925.80)	(\$1,617,260.57)				
3/2/1989	CHECK	(\$4,000.00)	(\$4,000.00)				
2/13/1990	CHECK	(\$50,000.00)	(\$50,000.00)				
2/22/1990	CHECK	(\$12,000.00)	(\$12,000.00)				
3/1/1990	CANCEL CHECK 02/22/90	\$12,000.00	\$12,000.00				
3/2/1990	CHECK	(\$5,000.00)	(\$5,000.00)				
6/11/1990	TRANS TO H&A SQUADRON	(\$1,600,000.00)	(\$1,600,000.00)				
6/29/1990	CHECK	(\$90,000.00)	(\$90,000.00)				
1/11/1991	CHECK	(\$480,000.00)	(\$480,000.00)				
2/15/1991	CHECK	(\$5,000.00)	(\$5,000.00)				
7/2/1991	CHECK	(\$160,000.00)	(\$160,000.00)				
	STOP PAYMENT CHECK 7/2/91	\$160,000.00	\$160,000.00				
7/3/1991	CHECK	(\$160,000.00)	(\$160,000.00)				

(\$5,000.00)	(\$5,000.00)	CHECK	2/19/1992
(\$6,000.00)	(\$6,000.00)	CHECK	3/16/1993
\$6,000.00	\$6,000.00	STOP PAYMENT	3/25/1993
(\$6,000.00)	(\$6,000.00)	CHECK	3/26/1993
(\$7,000.00)	(\$7,000.00)	CHECK	4/12/1994
(\$165,000.00)	(\$165,000.00)	CHECK	6/9/1994
(\$2,050,000.00)	(\$2,050,000.00)	CHECK	12/8/1994
(\$7,000.00)	(\$7,000.00)	CHECK	3/16/1995
(\$175,000.00)	(\$175,000.00)	CHECK	6/16/1995
(\$7,000.00)	(\$7,000.00)	CHECK	2/28/1996
(\$195,654.00)	(\$195,654.00)	CHECK	3/15/1996
(\$61,531.00)	(\$61,531.00)	CHECK	4/26/1996
\$0.00	(\$308,130.00)	ROLLOVER TO 1S023130	6/18/1996
\$0.00	(\$2,389,267.00)	ROLLOVER A/O 6/18/96	6/24/1996
\$0.00	(\$370,403.00)	ROLLOVER TO 1S023130	6/26/1996
\$0.00	(\$706,954.00)	ROLLOVER TO 1S023130	7/2/1996
(\$30,000.00)	(\$30,000.00)	CHECK	7/9/1996
(\$3,446.00)	(\$3,446.00)	CHECK	9/16/1996
(\$50,000.00)	(\$50,000.00)	CHECK	9/17/1996
(\$78,000.00)	(\$78,000.00)	CHECK	9/24/1996
\$0,00	(\$174,677.00)	TRANS TO 1L010530	12/16/1996
\$0.00	(\$101,294.00)	TRANS TO 1S023130	12/16/1996
\$0.00	(\$616,018.00)	TRANS TO 1P006230	1/2/1997
(\$400,000.00)	(\$400,000.00)	CHECK	1/3/1997
(\$4,416,669.00)	(\$4,416,669.00)	CHECK	1/3/1997
(\$50,000.00)	(\$50,000.00)	CHECK	1/17/1997
(\$193,959.00)	(\$193,959.00)	CHECK	2/19/1997
(\$150,000.00)	(\$150,000.00)	CHECK	3/27/1997
(\$100,000.00)	(\$100,000.00)	CHECK	4/4/1997
(\$150,000.00)	(\$150,000.00)	CHECK	4/14/1997
(\$30,000.00)	(\$30,000.00)	CHECK	5/30/1997
(\$42,500.00)	(\$42,500.00)	CHECK	6/13/1997
\$0.00	(\$3,664,424.81)	TRANS TO 1L014130	7/25/1997
(\$160,000.00)	(\$160,000.00)	CHECK	8/28/1997
\$0.00	(\$761,185.41)	TRANS TO 1P006230	11/19/1997
(\$30,000.00)	(\$30,000.00)	CHECK	11/26/1997
(\$100,000.00)	(\$100,000.00)	CHECK	12/17/1997
\$100,000.00	\$100,000.00	CHECK RETURNED	12/24/1997
(\$33,898.46)	(\$33,898.46)	CHECK	2/27/1998
(\$200,000.00)	(\$200,000.00)	CHECK	3/5/1998
(\$175,000.00)	(\$175,000.00)	CHECK	4/2/1998
(\$60,000.00)	(\$60,000.00)	CHECK	5/22/1998
(\$50,000.00)	(\$50,000.00)	CHECK	7/6/1998
(\$75,000.00)	(\$75,000.00)	CHECK	7/16/1998
(\$20,000.00)	(\$20,000.00)	CHECK	10/6/1998
\$0.00	(\$912,570.00)	TRANS TO 1P006230	11/17/1998
(\$150,000.00)	(\$150,000.00)	CHECK	12/3/1998
\$0.00	(\$2,241,458.00)	TRANS TO 1S038730	12/23/1998

12/23/1998	CHECK	(\$200,000.00)	(\$200,000.00)
1/7/1999	CHECK	(\$200,000.00)	(\$200,000.00)
2/11/1999	CHECK	(\$100,000.00)	(\$100,000.00)
3/2/1999	CHECK	(\$17,000.00)	(\$17,000.00)
3/24/1999	CHECK	(\$130,000.00)	(\$130,000.00)
4/8/1999	CHECK	(\$40,000.00)	(\$40,000.00)
4/13/1999	CHECK	(\$50,000.00)	(\$50,000.00)
4/14/1999	TRANS TO 1S028730	(\$90,193.00)	\$0.00
5/26/1999	CHECK	(\$150,000.00)	(\$150,000.00)
12/6/1999	TRANS TO 1P006230	(\$1,466,484.00)	\$0.00
12/8/1999	CHECK	(\$20,000.00)	(\$20,000.00)
12/31/1999	TRANS TO 1E015830	(\$2,000,000.00)	\$0.00
1/3/2000	CHECK	(\$200,000.00)	(\$200,000.00)
1/12/2000	CHECK	(\$120,000.00)	(\$120,000.00)
2/1/2000	TRANS TO 1P006230	(\$84,171.00)	\$0.00
2/2/2000	CHECK	(\$17,500.00)	(\$17,500.00)
3/1/2000	CHECK	(\$200,000.00)	(\$200,000.00)
3/1/2000	CHECK	(\$280,000.00)	(\$280,000.00)
5/22/2000	CHECK	(\$100,000.00)	(\$100,000.00)
5/31/2000	CHECK	(\$140,000.00)	(\$140,000.00)
8/29/2000	CHECK	(\$195,000.00)	(\$195,000.00)
11/7/2000	CHECK	(\$4,050,000.00)	(\$4,050,000.00)
12/19/2000	CHECK	(\$100,000.00)	(\$100,000.00)
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1/2/2001	CHECK	(\$100,000.00)	(\$100,000.00)
2/8/2001	CHECK	(\$19,500.00)	(\$19,500.00)
2/9/2001	CHECK	(\$100,000.00)	(\$100,000.00)
2/20/2001	CHECK	(\$240,000.00)	(\$240,000.00)
2/22/2001	TRANS TO 1G032530	(\$795,195.00)	\$0.00
2/22/2001	TRANS TO 1S043730	(\$640,682.00)	\$0.00
3/13/2001	CHECK	(\$35,000.00)	(\$35,000.00)
3/30/2001	CHECK	(\$100,000.00)	(\$100,000.00)
5/1/2001	CHECK	(\$180,000.00)	(\$180,000.00)
5/15/2001	CHECK	(\$90,000.00)	(\$90,000.00)
6/26/2001	TRANS TO 1G032530	(\$19,545.00)	\$0.00
6/26/2001	TRANS TO 1S043730	(\$15,747.00)	\$0.00
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12/28/2001	CHECK	(\$100,000.00)	(\$100,000.00)
1/17/2002	CHECK	(\$150,000.00)	(\$150,000.00)
2/4/2002	STOP PAYMENT	\$150,000.00	\$150,000.00
2/5/2002	CHECK	(\$150,000.00)	(\$150,000.00)
2/5/2002	CHECK	(\$19,500.00)	(\$19,500.00)
2/25/2002	CHECK	(\$240,000.00)	(\$240,000.00)
3/26/2002	CHECK	(\$55,000.00)	(\$55,000.00)
5/16/2002	CHECK	(\$100,000.00)	(\$100,000.00)
5/22/2002	CHECK	(\$100,000.00)	(\$100,000.00)
		(\$55,000.00)	(\$100,000.00)
6/17/2002	CHECK]	(\$35,000,000)	(\$35,000,00)

8/1/2002	CHECK	(\$50,000.00)	(\$50,000.00)
9/13/2002	CHECK	(\$55,000.00)	(\$55,000.00)
11/27/2002	CHECK	(\$30,000.00)	(\$30,000.00)
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12/11/2002	CHECK	(\$55,000.00)	(\$55,000.00)
1/2/2003	CHECK	(\$100,000.00)	(\$100,000.00)
1/29/2003	CHECK	(\$20,500.00)	(\$20,500.00)
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3/21/2003	CHECK	(\$300,000.00)	(\$300,000.00)
6/2/2003	CHECK	(\$200,000.00)	(\$200,000.00)
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3/5/2004	CHECK	(\$150,000.00)	(\$150,000.00)
4/15/2004	CHECK	(\$25,000.00)	(\$25,000.00)
5/11/2004	CHECK	(\$925,000.00)	(\$925,000.00)
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6/28/2004	CHECK	(\$100,000.00)	(\$100,000.00)
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8/4/2004	CHECK	(\$75,000.00)	(\$75,000.00)
8/9/2004	RETURNED CHECK	\$75,000.00	\$75,000.00
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9/30/2004	CHECK	(\$100,000.00)	(\$100,000.00)
11/1/2004	TRANS TO 1L010530	(\$1,000,000.00)	\$0.00
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12/30/2004	CHECK	(\$100,000.00)	(\$100,000.00)
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9/16/2005	CHECK	(\$150,000.00)	(\$150,000.00)
9/21/2005	CHECK	(\$250,000.00)	(\$250,000.00)

(\$400,000.00)	(\$400,000.00)	CHECK	10/3/2005
(\$35,000.00)	(\$35,000.00)	CHECK	12/1/2005
(\$110,000.00)	(\$110,000.00)	CHECK	12/6/2005
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(\$250,000.00)	(\$250,000.00)	CHECK	1/3/2006
(\$1,050,000.00)	(\$1,050,000.00)	CHECK	1/31/2006
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(\$50,000.00)	(\$50,000.00)	CHECK	6/13/2006
(\$150,000.00)	(\$150,000.00)	CHECK	7/18/2006
(\$900,000.00)	(\$900,000.00)	CHECK	8/1/2006
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(\$30,000.00)	(\$30,000.00)	CHECK	9/7/2006
(\$100,000.00)	(\$100,000.00)	CHECK	11/3/2006
(\$55,000.00)	(\$55,000.00)	CHECK	12/29/2006
\$90,000.00	\$90,000.00	STOP PAYMENT	1/2/2007
(\$90,000.00)	(\$90,000.00)	CHECK	1/2/2007
(\$90,000.00)	(\$90,000.00)	CHECK	1/2/2007
(\$100,000.00)	(\$100,000.00)	CHECK	1/19/2007
(\$50,000.00)	(\$50,000.00)	CHECK	2/8/2007
(\$25,000.00)	(\$25,000.00)	CHECK	2/22/2007
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(\$80,000.00)	(\$80,000.00)	CHECK	8/22/2007
(\$1,250,000.00)	(\$1,250,000.00)	CHECK	8/31/2007
(\$175,000.00)	(\$175,000.00)	CHECK	9/27/2007
(\$50,000.00)	(\$50,000.00)	CHECK	11/19/2007
(\$10,000.00)	(\$10,000.00)	CHECK	11/28/2007
(\$55,000.00)	(\$55,000.00)	CHECK	12/7/2007
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(\$40,000.00)	(\$40,000.00)	CHECK	2/8/2008
(\$25,000.00)	(\$25,000.00)	CHECK	2/22/2008
(\$220,000.00)	(\$220,000.00)	CHECK	3/4/2008
(\$225,000.00)	(\$225,000.00)	CHECK	3/19/2008
(\$85,000.00)	(\$85,000.00)	CHECK	3/26/2008
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(\$120,000.00)	(\$120,000.00)	CHECK	5/28/2008
(\$85,000.00)	(\$85,000.00)	CHECK	7/18/2008
(\$80,000.00)	(\$80,000.00)	CHECK	8/11/2008
(\$50,000.00)	(\$50,000.00)	CHECK	8/26/2008
(\$90,000.00)	(\$90,000.00)	CHECK	8/27/2008

Total deposits less withdrawals:		(\$52,294,727.16)	(\$36,380,971.52)
Total Withdrawals:		(\$56,424,196.43)	(\$45,007,132.98)
11/14/2008	CHECK	(\$40,000.00)	(\$40,000.00)
10/14/2008	CHECK	(\$160,000.00)	(\$160,000.00)
9/26/2008	TRANS TO 1E015830	(\$2,500,000.00)	\$0.00
9/8/2008	CHECK	(\$55,000.00)	(\$55,000.00)

EXHIBIT 2

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION,

Plaintiff,

12-MC-0115 (JSR)

v.

BERNARD L. MADOFF INVESTMENT SECURITIES LLC,

Defendant.

CONSENT ORDER
GRANTING CERTIFICATION
PURSUANT TO FED. R. CIV. P.
54(b) FOR ENTRY OF FINAL
JUDGMENT DISMISSING
CERTAIN CLAIMS AND ACTIONS

In re:

MADOFF SECURITIES

PERTAINS TO:

All actions listed on Exhibits A, B and C.

DAI: 5 6 2

JED S. RAKOFF, U.S.D.J.:

WHEREAS:

A. On April 27, 2012 the Court entered an Order (ECF No. 57) dismissing certain claims, as discussed below, of Irving H. Picard (the "Trustee"), in his capacity as the trustee in the liquidation proceedings of Bernard L. Madoff Investment Securities LLC ("Madoff Securities"), under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, et seq., in the adversary proceedings identified in Exhibit A (the Greiff, Blumenthal, Goldman and Hein groups of actions, collectively, the "Decided Actions"), except for those claims proceeding under Sections 548(a)(1)(A) and 550(a) of the Bankruptcy Code ("Order"). On April 30, 2012, the

Court entered an Opinion and Order (ECF No. 72) explaining the reasons for its decision. Securities Inv. Prot. Corp. v. Bernard L. Madoff Inv. Secs. LLC (In re Madoff Secs.), ___ F. Supp. 2d ___, 2012 WL 1505349 (S.D.N.Y. Apr. 30, 2012) ("Opinion"). On May ____, 2012 (ECF No. ____), the Court entered a Supplemental Opinion and Order making explicit that Section 546(e) of the Bankruptcy Code applies to the Trustee's claims in the above actions for avoidance and recovery of preferences under Section 547 of the Bankruptcy Code ("Supplemental Opinion"). None of the Trustee's claims in the Decided Actions challenged the good faith of the initial or subsequent transferee(s).

- B. The claims dismissed by the Order, Opinion and Supplemental Opinion are those asserted by the Trustee that sought avoidance of: (1) preferences under Section 547 of the Bankruptcy Code; (2) constructive fraudulent transfers under Section 548(a)(1)(B) of the Bankruptcy Code; and (3) actual and constructive fraudulent transfers or fraudulent conveyances under provisions of the New York Debtor & Creditor Law incorporated by Section 544(b) of the Bankruptcy Code (collectively, the "Dismissed Claims").
- C. Counsel for the Trustee has advised the Court that the Trustee intends to: (1) appeal to the United States Court of Appeals for the Second Circuit ("Court of Appeals") the Court's dismissal of the Dismissed Claims, and (2) request the entry of final judgment in a limited number of Decided Actions that are fully disposed of by the Order because the complaints or amended complaints therein do not allege any transfers to such defendants that occurred within the two-year period covered by Section 548(a)(1)(A) of the Bankruptcy Code.
- D. Counsel for the defendants in the Decided Actions have advised the Court that they wish to seek, and counsel for the Trustee has advised the Court that the Trustee is amenable to, the entry of an order of the Court granting certification for the entry of final judgment

dismissing the Dismissed Claims, pursuant to Fed. R. Civ. P. 54(b), in all of the Decided Actions because there is no just cause for delay in the entry of judgment. Counsel for these defendants further submit that their affected clients will be spared the cost and burden of having to remain as parties to the actions pending further proceedings until the entry of final judgment adjudicating all claims against all defendants in each action.

- E. The Trustee also commenced one or more other adversary proceedings, listed on Exhibit B (collectively, the "Withdrawn 546(e) Actions"), in which: (1) the Trustee asserted claims for avoidance and recovery that are substantively identical to the Dismissed Claims, (2) this Court previously entered orders withdrawing the reference and scheduling briefing and argument on a motion to dismiss based on the same issues involving Section 546(e) of the Bankruptcy Code that were decided by the Court in the Order and Opinion; and (3) such briefing and argument was suspended at the direction of the Court pending issuance of the Order and Opinion and the consolidation of certain other matters before the Court for common briefing and argument to the Court.
- A. In addition to the Decided Actions and the Withdrawn 546(e) Actions, the Trustee commenced a substantial number of other adversary proceedings, listed on Exhibit C (collectively, excluding the Decided Actions and the Withdrawn 546(e) Actions, the "Eligible Actions"), in which: (1) the Trustee asserted claims for avoidance and recovery that are substantively identical to the Dismissed Claims, and (2) the Court has not yet entered an order determining a motion for withdrawal of the reference.
- B. In order to facilitate a coordinated, single appeal from the dismissal of claims in the Decided Actions, the Withdrawn 546(e) Actions and the Eligible Actions: (1) subject to a reservation of rights further set out below, the Trustee and the Securities Investor Protection

Corporation ("SIPC") are amenable to the withdrawal of the reference in any action in which (a) a motion to withdraw the reference has been filed with respect to whether 11 U.S.C. § 546(e) applies, limiting the Trustee's ability to avoid transfers,, but which motion has not yet been determined by the Court, and (b) the Trustee does not challenge the good faith of the initial or subsequent transferee(s); and (2) subject to the inclusion of procedures set out below by which defendants in Eligible Actions may opt-out of the Judgment and, instead, continue to litigate issues related to Section 546(e) of the Bankruptcy Code in this Court under a common briefing procedure to be separately implemented by the Court, the Trustee is amenable and consents to the entry of an order under Rule 54(b) for the entry of final judgment dismissing all of the Trustee's claims therein that are coextensive with the Dismissed Claims in the Decided Actions.

THE COURT THEREFORE FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

A. Withdrawal of Reference In Adversary Proceedings Where No Prior Withdrawal Order Was Entered

1. The reference is deemed withdrawn from the Bankruptcy Court in each of the Eligible Actions for the limited purpose of deciding whether Section 546(e) of the Bankruptcy Code applies, limiting the Trustee's ability to avoid transfers.

B. Certain Reservations of Rights

2. The Trustee and SIPC shall be deemed to have preserved all arguments with respect to the application of Section 546(e) to the Trustee's claims in the Withdrawn 546(e) Actions and the Eligible Actions. The defendants in the Withdrawn 546(e) Actions shall be deemed to have preserved and made all arguments relating to the application and effect of Section 546(e) of the Bankruptcy Code that were raised in the motions to dismiss in the Decided Actions.

3. All objections and arguments that could be raised by the Trustee and/or SIPC to any motion to withdraw the reference, and all defenses and responses that could be raised in opposition to the Trustee and/or SIPC's objections and arguments, are preserved.

C. Rule 54(b) Certification and Interlocutory Appeal

- 4. The entry of final judgment dismissing the Dismissed Claims ("Rule 54(b) Judgment") in the Decided Actions, the Withdrawn 546(e) Actions and the Eligible Actions pursuant to Fed. R. Civ. P. 54(b) is appropriate. To permit entry of final judgment under Fed. R. Civ. P. 54(b), there must be multiple claims or multiple parties, at least one claim finally decided within the meaning of 28 U.S.C. § 1291, and an express determination that there is no just reason for delay. In re Air Crash at Belle Harbor, N.Y., 490 F.3d 99, 108-09 (2d Cir. 2007).
- 5. The complaints or amended complaints, as the case may be, filed in the Decided Actions, the Withdrawn 546(e) Actions and the Eligible Actions allege multiple claims. The complaints and amended complaints in those actions assert, among others, claims that seek avoidance of actual fraudulent transfers under Section 548(a)(1)(A) of the Bankruptcy Code, avoidance of constructive fraudulent transfers pursuant to Section 548(a)(1)(B) of the Bankruptcy Code, avoidance of actual *or* constructive fraudulent conveyances pursuant to state avoidance statutes incorporated through Section 544 of the Bankruptcy Code and, in some instances, avoidance of preferences pursuant to Section 547 of the Bankruptcy Code. In addition, many of the complaints and amended complaints filed by the Trustee name multiple defendants.
- 6. The Rule 54(b) Judgment to be entered will finally decide and ultimately dispose of at least one claim and, in many instances, multiple claims, asserted by the Trustee in each of the Decided Actions and the Withdrawn 546(e) Actions and, to the extent that they do not opt-

out of the Rule 54(b) Judgment pursuant to this Order, the Eligible Actions. See Curtiss-Wright Corp. v. General Elec. Co., 446 U.S. 1 (1980). By reason of the Court's determination that Section 546(e) applies to the Dismissed Claims, any counts in each complaint or amended complaint that seeks avoidance of constructive fraudulent transfers pursuant to Section 548(a)(1)(B) of the Bankruptcy Code, avoidance of actual or constructive fraudulent conveyances pursuant to state avoidance statutes incorporated through Section 544 of the Bankruptcy Code, and/or avoidance of preferences pursuant to Section 547 of the Bankruptcy Code, are finally determined and dismissed against the Trustee. The Trustee's remaining claims are limited only to those that are proceeding under Sections 548(a)(1)(A) and 550(a) of the Bankruptcy Code ("Remaining Claims"), and such claims would not be dismissed by reason of a judgment dismissing the Dismissed Claims. The Dismissed Claims and the Remaining Claims are separable, see Cullen v. Margiotta, 811 F.2d 698, 711 (2d Cir. 1987), and because of the application of Section 546(e) the Remaining Claims by the Trustee can be decided independently of the Dismissed Claims. See Ginett v. Computer Task Group, 962 F.2d 1085, 1094 (2d Cir. 1992).

7. There is no just reason for delay in the entry of final judgment dismissing the Dismissed Claims. In light of the number of adversary proceedings, claims and defendants affected by dismissal of the Dismissed Claims pursuant to the Order, the interests of sound judicial administration and the realization of judicial efficiencies are served by the entry of such final judgment and the opportunity for an immediate appeal. *See* Advanced Magnetics, Inc. v. Bayfront Partners, Inc., 106 F.3d 11, 16 (2d Cir. 1997) (entry of judgment on certain claims pursuant to Rule 54(b) avoids potentially expensive and duplicative trials).

8. Because the Rule 54(b) Judgment and the dismissal of the Dismissed Claims affect hundreds of adversary proceedings commenced by the Trustee and hundreds of defendants named in those complaints or amended complaints, an immediate appeal would avoid protracted, expensive and potentially duplicative litigation proceedings, and will facilitate the prompt resolution of the case, thereby providing certainty and helping to streamline the litigation for further proceedings and possible appeals. *E.g.*, Consolidated Edison, Inc. v. Northeast Util., 318 F. Supp. 2d 181, 196-97 (S.D.N.Y. 2004); Kramer v. Lockwood Pension Servs., Inc., 653 F. Supp. 2d 354, 397-98 (S.D.N.Y. 2009) (interlocutory appeal appropriate to consider a case of unusual significance "going well beyond run-of-the-mill concerns of parties"); Brown v. Bullock, 294 F.2d 415, 417 (2d Cir. 1961) (Friendly, J.) (interlocutory appeal appropriate where the "determination was likely to have precedential value for a large number of other suits" pending in the District Court).

D. <u>Procedures Relating to the Consolidated Entry</u> of Judgment and the Commencement of An Appeal

9. The Eligible Actions, Withdrawn 546(e) Actions, and Decided Actions are consolidated under the action captioned <u>Picard v. Ida Fishman Revocable Trust</u>, No. 11-cv-7603 (JSR) (S.D.N.Y.) (the "<u>Fishman Action</u>"), but solely with respect to and for the purposes of entry of judgment on the Dismissed Claims, and not with respect to the Trustee's claims proceeding under Sections 548(a)(1)(A) and 550(a) of the Bankruptcy Code. The Court will administer the consolidated proceedings under the following caption:

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC,

Plaintiff.

Consolidated Case No. 11-cv-7603 (JSR)

v.

IDA FISHMAN REVOCABLE TRUST, et al.,

Defendants.

ECF Case

- 10. A single Rule 54(b) judgment shall be entered in the Fishman Action, which (subject to the opt-out procedures set out below) shall govern all of the Decided Actions, the Withdrawn 546(e) Actions and the Eligible Actions. The Rule 54(b) judgment shall be entered only in the Fishman Action.
- 11. Counsel for the Trustee, SIPC and the lead counsel in the Decided Actions and the Withdrawn 546(e) Actions shall submit an agreed form of the proposed Rule 54(b) Judgment not later than May 21, 2012. If the parties cannot agree on the form of such judgment, each of the Trustee and SIPC, on one hand, and the group of lead counsel for the Decided Actions and the Withdrawn 546(e) Actions, on the other hand, may submit a proposed form of judgment and the Court will consider and determine the form of Rule 54(b) Judgment to be entered.
- 12. Any appeal from the Rule 54(b) Judgment that the Trustee and/or SIPC may be entitled to file will be taken only from the judgment entered in the Fishman Action. Subject to the opt-out procedures below, the Rule 54(b) Judgment and the Trustee's notice of appeal shall be deemed entered in all of the Eligible Actions, the Decided Actions and the Withdrawn 546(e) Actions, without further notice or action. Notwithstanding the foregoing, the Trustee and SIPC shall not be prevented from filing additional separate notices of appeal in any of the Decided

Actions, the Withdrawn 546(e) Actions or the Eligible Actions if the Trustee and SIPC determine the need to do so to preserve the right to appeal. There will be no right of cross-appeal as to any of the Rule 54(b) judgments entered in the Fishman Action or in any other action in which the Trustee determines to file a notice of appeal, so as to limit the number and scope of appellate proceedings.

- 13. Neither the Trustee nor SIPC shall file any notice of appeal until the expiration of the opt-out period set forth in Paragraph 14 below.
- 14. Any defendant in an Eligible Action or a Withdrawn 546(e) Action shall be entitled to opt-out of the procedures established by this Order and to continue to litigate issues related to Section 546(e) in this Court pursuant to a common briefing schedule and procedure to be separately implemented by the Court. The defendant may opt-out by notifying the Trustee in writing that such defendant does not consent to the entry of a Rule 54(b) Judgment. To be effective and binding, such written election must be received by the Trustee and filed with the District Court in the docket of the Fishman Action not later than fourteen (14) days after the date of entry of this Order. For all other purposes, common briefing on Section 546(e) issues will proceed before the District Court pursuant to a separate order of the Court. The defendants in Eligible Actions and Withdrawn 546(e) Actions that do not elect to opt-out under this paragraph shall be deemed to have preserved and made all arguments relating to the application and effect

of Section 546(e) of the Bankruptcy Code that were raised in the motions to dismiss in the Decided Actions.

SO ORDERED.

Dated: New York, New York

May 12, 2012

JEZ S. RAKOFF, U.S.D.J

EXHIBIT A

1.	Picard v. James Greiff	11-03775	Becker & Poliakoff LLP Helen Davis Chaitman hchaitman@becker-poliakoff.com
2.	Picard v. Gerald Blumenthal	11-04293	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
3.	Picard v. Gary Albert, individually and his capacity as shareholder of Impact Designs Ltd.	11-04390	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
4.	Picard v. Aspen Fine Arts Co.	11-04391	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
5.	Picard v. The Aspen Company and Harold Thau	11-04400	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
6.	Picard v. Jan Marcus Capper	11-04389	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
7.	Picard v. Norton Eisenberg	11-04388	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
8.	Picard v. P. Charles Gabriele	11-04481	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
9.	Picard v. Stephen R. Goldenberg	11-04483	Milberg LLP Jennifer L. Young (jyoung@milberg.com
10.	Picard v. Ruth E. Goldstein	11-04371	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
11.	Picard v. Harnick Bros. Partnership and Gary Harnick individually and as general partners of The Harnick Brothers Partnership	11-04729	Milberg LLP Jennifer L. Young (jyoung@milberg.com) Becker & Poliakoff LLP Helen Davis Chaitman hchaitman@becker-poliakoff.com

12.	Picard v. John Denver Concerts, Inc. Pension Plan Trust and Harold Thau as the Trustee	11-04387	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
13.	Picard v. Anita Karimian	11-04368	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
14.	Picard v. Lester Kolodny	11-04502	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
15.	Picard v. Laurence Leif	11-04392	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
16.	Picard v. Steven V. Marcus Separate Property of the Marcus Family Trust; The Marcus Family Limited Partnership; Steven V. Marcus, individually and in his capacity as Trustee of the Steven V. Marcus Separate Property of the Marcus Family Trust, General Partner of the Marcus Family Limited Partnership and Guardian of O.M., K.M. and H.M.; and Denise C. Marcus, in her capacity as Trustee of the Steven .V Marcus Separate Property of the Marcus Family Trust	11-04504	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
17.	Picard v. Trust U/W/O Harriette Myers	11-04397	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
18.	Picard v. Robert Potamkin and Alan Potamkin	11-04401	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
19.	Picard v. Potamkin Family Foundation, Inc.	11-04398	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
20.	Picard v. Delia Gail Rosenberg and Estate of Ira S. Rosenberg	11-04482	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
21.	Picard v. Miriam Ross	11-04480	Milberg LLP Jennifer L. Young (jyoung@milberg.com)

22.	Picard v. Leon Ross	11-04479	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
23.	Picard v. Richard Roth	11-04501	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
24.	Picard v. Harold A. Thau	11-04399	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
25.	Picard v. William M. Woessner Family Trust, Sheila A. Woessner Family Trust, William M. Woessner individually, and as Trustee of the William M. Woessner Family Trust and the Sheila A. Woessner Family Trust, Sheila A. Woessner, individually, and Trustee of the William M. Woessner Family Trust and the Sheila A. Woessner Family Trust	11-04503	Milberg LLP Jennifer L. Young (jyoung@milberg.com)
26.	Picard v. Elbert R. Brown, et al.	11-05155	Seeger Weiss LLP Parvin K. Aminolroaya (paminolroaya@seegerweiss.com)
27.	Picard v. Lewis Franck individually and in his capacity as Trustee for the Florence Law Irrevocable Trust dtd 1/24/05, et al.	11-04723	Seeger Weiss LLP Parvin K. Aminolroaya (paminolroaya@seegerweiss.com)
28.	Picard v. Joseph S. Popkin Revocable Trust DTD 2/9/2006 a Florida trust, Estate of Joseph S. Popkin, Robin Popkin Logue as trustee of the Joseph S. Popkin Revocable Trust Dated Feb. 9, 2006, as the personal representative of the Estate of Joseph S. Popkin, and as an individual	11-04726	Seeger Weiss LLP Parvin K. Aminolroaya (paminolroaya@seegerweiss.com)
29.	Picard v. Jonathan Sobin	11-04728	Seeger Weiss LLP Parvin K. Aminolroaya (paminolroaya@seegerweiss.com)
30.	Picard v. Kara Fishbein Goldman, et al.	11-04959	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
31.	Picard v. Patrice M. Auld, Merritt Kevin Auld, and James P. Marden	11-05005	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)

32.	Picard v. Boslow Family Limited Partnership et al.	11-05006	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
33.	Picard v. Bernard Marden Profit Sharing Plan et al.	11-05007	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
34.	Picard v. Helene R. Cahners Kaplan et al.	11-05008	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
35.	Picard v. Charlotte M. Marden et al.	11-05009	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
36.	Picard v. Robert Fried and Joanne Fried	11-05156	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
37.	Picard v. Jordan H. Kart Revocable Trust & Jordan H. Kart	11-05157	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
38.	Picard v. James P. Marden et al.	11-05158	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
39.	Picard v. Marden Family Limited Partnership et al.	11-05160	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
40.	Picard v. Norma Fishbein	11-05161	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
41.	Picard v. Norma Fishbein Revocable Trust et al.	11-05162	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
42.	Picard v. Oakdale Foundation Inc. et al.	11-05163	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
43.	Picard v. Bruce D. Pergament et al.	11-05216	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
44.	Picard v. Sharon A. Raddock	11-05217	Pryor Cashman LLP Richard Levy, Jr.

			(rlevy@pryorcashman.com)
45.	Picard v. The Murray & Irene Pergament Foundation, Inc. et al.	11-05218	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
46.	Picard v. David S. Wallenstein	11-05219	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
47.	Picard v. Avram J. Goldberg et al.	11-05220	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
48.	Picard v. Pergament Equities, LLC et al.	11-05221	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
49.	Picard v. Wallenstein/NY Partnership & David S. Wallenstein	11-05222	Pryor Cashman LLP Richard Levy, Jr. (rlevy@pryorcashman.com)
50.	Picard v. Bell Ventures Limited et al.	11-05507	Jacobs Partners LLC Mark Jacobs (mark.jacobs@jacobs- partners.com)
51.	Picard v. Harold J. Hein	11-04936	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com
52.	Picard v. Kelman Partners Limited Partnership et al.	11-05513	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com
53.	Picard v. Barbara J. Berdon	11-07684	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com
54.	Picard v. Laura E. Guggenheimer Cole	11-07670	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com
55.	Picard v. Sidney Cole	11-07669	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com
56.	Picard v. Epic Ventures, LLC & Eric P. Stein	11-07681	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com

57.	Picard v. Ida Fishman Revocable Trust et al.	11-07603	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
58.	Picard v. The Frederica Ripley French Revocable Trust et al.	11-07622	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
59.	Picard v. Alvin Gindel Revocable Trust & Alvin Gindel	11-07645	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
60.	Picard v. Rose Gindel Trust et al.	11-07601	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
61.	Picard v. S&L Partnership et al.	11-07600	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
62.	Picard v. Joel I. Gordon Revocable Trust & Joel I. Gordon	11-07623	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
63.	Picard v. Toby T. Hobish et al.	11-07559	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
64.	Picard v. Helene Cummings Karp Annuity & Helene Cummins Karp	11-07646	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
65.	Picard v. Lapin Children LLC	11-07624	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
66.	Picard v. BMA L.P. et al.	11-07667	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
67.	Picard v. David R. Markin, et al.	11-07602	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
68.	Picard v. Stanley T. Miller	11-07579	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
69.	Picard v. The Murray Family Trust et al.	11-07683	SNR Denton US LLP Carole Neville

			(carole.neville@snrdenton.com)
70.	Picard v. Estate of Marjorie K. Osterman et al.	11-07626	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
71.	Picard v. Neil Reger Profit Sharing Keogh & Neil Reger	11-07577	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
72.	Picard v. Eugene J. Ribakoff 2006 Trus et al.	11-07644	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
73.	Picard v. Sage Associates et al.	11-07682	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
74.	Picard v. Sage Realty et al.	11-07668	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
75.	Picard v. The Norma Shapiro Revocable Declaration of Trust Under Agreement Dated 9/16/2008 et al.	11-07578	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
76.	Picard v. Estate of Jack Shurman et al.	11-07625	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
77.	Picard v. Barry Weisfeld	11-07647	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com)
78.	Picard v. Marital Trust Under Article X of the Charles D. Kelman Revocable Trust	11-04936	SNR Denton US LLP Carole Neville (carole.neville@snrdenton.com) Proskauer Rose LLP Sheldon I. Hirshon (shirshon@proskauer.com)

EXHIBIT B

1.	Picard v. Elins Family Trust, et al.	11-cv-04772-JSR	Kleinberg, Kaplan, Wolff & Cohen P.C. Matthew J. Gold (mgold@kkwc.com) David Parker (dparker@kkwc.com)
2.	Picard v. Malibu Trading & Investing LP, et al.	11-cv-07730-JSR	Kleinberg, Kaplan, Wolff & Cohen P.C. Matthew J. Gold (mgold@kkwc.com) David Parker (dparker@kkwc.com)
3.	Picard v. Kenneth Hubbard	11-cv-07731-JSR	Kleinberg, Kaplan, Wolff & Cohen P.C. Matthew J. Gold (mgold@kkwc.com) David Parker (dparker@kkwc.com)
4.	Picard v. Uri & Myna Herscher Family Trust, et al.	11-cv-07732-JSR	Kleinberg, Kaplan, Wolff & Cohen P.C. Matthew J. Gold (mgold@kkwc.com) David Parker (dparker@kkwc.com)
5.	Picard v. Lawrence Elins	11-cv-07733-JSR	Kleinberg, Kaplan, Wolff & Cohen P.C. Matthew J. Gold (mgold@kkwc.com) David Parker (dparker@kkwc.com)
6.	Picard v. M & B Weiss Family Limited Partnership of 1996 c/o Melvyn I. Weiss, et al.	11-cv-06244-JSR	Seeger Weiss LLP Parvin K. Aminolroaya (paminolroaya@seegerweiss.com) Gibbons P.C. Michael Griffinger (griffinger@gibbonslaw.com) Jonathan Liss (Jliss@gibbonslaw.com)

EXHIBIT C

1.	Picard v. Janet Jaffe Trust UA Dtd 4/20/90, et al	District Court Action No. Unassigned	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
2.	Picard v. Laurel Kohl and Jodi Kohl	District Court Action No. Unassigned	Okin, Hollander & DeLuca LLP Paul S. Hollander (phollander@ohdlaw.com) Gregory S. Kinoian (gkinoian@ohdlaw.com)
3.	Picard v. Srione, LLC, et al.	District Court Action No. Unassigned	Law Offices of Stephen Goldstein Stephen Goldstein (Sgoldlaw@gmail.com)
4.	Picard v. Turbo Investors, LLC	District Court Action No. Unassigned	Halperin Battaglia Raicht, LLP; The Gordon Law Firm LLP Alan D. Halperin (ahalperin@halperinlaw.net) Scott A. Ziluck (sziluck@halperinlaw.net) Neal W. Cohen (ncohen@halperinlaw.net)
5.	Picard vs. Gail Nessel	District Court Action No. Unassigned	Halperin Battaglia Raicht, LLP Alan D. Halperin (ahalperin@halperinlaw.net) Scott A. Ziluck (sziluck@halperinlaw.net) Neal W. Cohen (ncohen@halperinlaw.net)
6.	Picard v. Estate of Maurice U. Rosenfield A/K/A Maurice Rosenfield (Jay Rosenfeld – Moving Party)	District Court Action No. Unassigned	J.L. Saffer P.C. Jennifer L. Saffer jlsaffer@jlsaffer.com

7.	Picard v. Bennett M. Berman Trust et al. ¹	District Court Action No. Unassigned	Proskauer Rose Richard L. Spinogatti (rspinogatti@proskauer.com)
8.	Picard v. Triangle Diversified Investments, et al	11-cv-00700-JSR	Dickstein Shapiro LLP Eric Fisher (fishere@dicksteinshapiro.com) Stefanie Birbrower Greer (greers@dicksteinshapiro.com
9.	Picard v. Franitza Family Ltd. P'ship et al.	11-cv-04505-JSR	Bernfeld, DeMatteo & Bernfeld LLP Jeffrey L. Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
10.	Picard v. The Jordan H. Kart Revocable Trust, et al	11-cv-05157 (Joined <i>Picard</i> v. <i>Abel</i> 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
11.	Picard v. Danville Mfg., Inc.	11-cv-06573-JSR	Kachroo Legal Services P.C. Gaytri D. Kachroo (gkachroo@kachroolegal.com)
12.	Picard v. Con. Gen. Life Ins., et al.	11-cv-07174-JSR	Kirkland & Ellis LLP Joseph Serino, Jr. (joseph.serino@kirkland.com) David S. Flugman (david.flugman@kirkland.com)
13.	Picard v. Con. Gen. Life Ins., et al.	11-cv-07176-JSR	Kirkland & Ellis LLP Joseph Serino, Jr. (joseph.serino@kirkland.com) David S. Flugman (david.flugman@kirkland.com)
14.	Picard v. David Abel [Amended Motion of	11-cv-07766-JSR	Becker & Poliakoff LLP Helen Davis Chaitman

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¹ Moving defendants are Helaine Berman Fisher, individually, in her capacity as Trustee of the Bennett M. Berman Trust, in her capacity as Trustee of the Jordan Finnegan Trust, and in her capacity as personal representative of the Estate of Bennett M. Berman, Jordan Finnegan, Trust Created For the Benefit of Jordan Finnegan Under Section 6.1 of the Bennett M. Berman Trust Dated May 9, 2003, and Justin Finnegan

	Withdraw]		(Hchaitman@beckerny.com)
15.	Picard v. Sirotkin	11-cv-07928-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
		(LILY)	(Hchaitman@beckerny.com)
16.	Picard v. David Shapiro	11-cv-07929-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
17.	Picard v. Gertrude E. Alpern	11-cv-07930-JSR (Joined	Becker & Poliakoff LLP
	Rev. Trust et al.	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
18.	Picard v. David Shapiro	11-cv-07931-JSR (Joined	Becker & Poliakoff LLP
	Nominee 2	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
19.	Picard v. Herbert Barbanel and	11-cv-07932-JSR (Joined	Becker & Poliakoff LLP
	Alice Barbanel	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
20.	Picard v. David Shapiro	11-cv-07933-JSR (Joined	Becker & Poliakoff LLP
	Nominee 3	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
21.	Picard v. Angela Tiletnick	11-cv-07934-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
22.	Picard v. Garynn Rodner	11-cv-07935-JSR (Joined	Becker & Poliakoff LLP
	Cutroneo	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
23.	Picard v. Kamenstein	11-cv-07962-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
24.	Picard v. Trust Under	11-cv-07963-JSR (Joined	Becker & Poliakoff LLP
	Agreement Dated 12/6/99 for the	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	benefit of Walter and		(Hchaitman@beckerny.com)
	Eugenie Kissinger et al		
25.	Picard v. Estate of Seymour	11-cv-07965-JSR (Joined	Becker & Poliakoff LLP
	Epstein et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman

			(Hchaitman@beckerny.com)
26.	Picard v. Trust U/W/O Morris	11-cv-07966-JSR (Joined	Becker & Poliakoff LLP
	Weintraub FBO Audrey	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Weintraub et al		(Hchaitman@beckerny.com)
27.	Picard v. Judith Rechler	11-cv-07967-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
28.	Picard v. The Whitman	11-cv-07978-JSR (Joined	Becker & Poliakoff LLP
	Partnership	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
29.	Picard v. Jacob M. Dick Rev	11-cv-07979-JSR (Joined	Becker & Poliakoff LLP
	Living Trust Dtd 4/6/01	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
30.	Picard v. Robert F. Ferber	11-cv-07980-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
31.	Picard v. Jerome Goodman et	11-cv-07981-JSR (Joined	Becker & Poliakoff LLP
	al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
32.	Picard v. Perlman	11-cv-07982-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
33.	Picard v. The Gerald and	11-cv-07983-JSR (Joined	Becker & Poliakoff LLP
	Barbara Keller Family Trust	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
34.	Picard v. Elaine Dine Living	11-cv-07984-JSR (Joined	Becker & Poliakoff LLP
	Trust	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
35.	Picard v. Marlene Krauss	11-cv-07985-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
36.	Picard v. Estate of Audrey	11-cv-07986-JSR (Joined	Becker & Poliakoff LLP
	Weintraub	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

37.	Picard v. Dennis Sprung	11-cv-07987-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
38.	Picard v. Triangle Properties	11-cv-08008-JSR (Joined	Becker & Poliakoff LLP
	#39 et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
39.	Picard v. Fern C. Palmer	11-cv-08009-JSR (Joined	Becker & Poliakoff LLP
	Revocable Trust	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
40.	Picard v. Yesod Fund, A Trust	11-cv-08010-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
41.	Picard v. Benjamin T. Heller	11-cv-08011-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
42.	Picard v. RAR Entrepreneurial	11-cv-08012-JSR (Joined	Becker & Poliakoff LLP
	Fund, Ltd. and Russell Oasis	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
43.	Picard v. Dara N. Simons	11-cv-08013-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
44.	Picard v. Andrew M. Goodman	11-cv-08014-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
45.	Picard v. Clothmasters, Inc.	11-cv-08015-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
46.	Picard v. James M. Garten	11-cv-08016-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
47.	Picard v. Chalek Associates Llc	11-cv-08017-JSR (Joined	Becker & Poliakoff LLP
	et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
48.	Picard v. Timothy Shawn Teufel	11-cv-08025-JSR (Joined	Becker & Poliakoff LLP
	And Valerie Ann Teufel Family	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Trust		(Hchaitman@beckerny.com)

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49.	Picard v. Peter D. Kamenstein	11-cv-08026-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
50.	Picard v. Richard S. Poland	11-cv-08027-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
51.	Picard v. Donald A. Benjamin	11-cv-08028-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
52.	Picard v. Robert S. Whitman	11-cv-08029-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
53.	Picard v. J.Z. Personal Trust	11-cv-08042-JSR (Joined	Becker & Poliakoff LLP
	and Jerome M. Zimmerman	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
54.	Picard v. Robert Hirsch and Lee	11-cv-08043-JSR (Joined	Becker & Poliakoff LLP
	Hirsch	<i>Picard v. Abel</i> 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
55.	Picard v. Mark Horowitz	11-cv-08044-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
56.	Picard v. Philip F. Palmledo	11-cv-08045-JSR (Joined	Becker & Poliakoff LLP
		<i>Picard v. Abel</i> 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
57.	Picard v. Kuntzman Family Llc.	11-cv-08046-JSR (Joined	Becker & Poliakoff LLP
	et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
· · · · · · · · · · · · · · · · · · ·			(Hchaitman@beckerny.com)
58.	Picard v. Carla Ginsburg	11-cv-08047-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
59.	Picard v. Placon2, William R.	11-cv-08048-JSR (Joined	Becker & Poliakoff LLP
	Cohen et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
60.	Picard v. Estate of Irene	11-cv-08049-JSR (Joined	Becker & Poliakoff LLP
	Schwartz et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

61.	Picard v. Edwin Michalove	11-cv-08050-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
62.	Picard v. The Estelle Harwood	11-cv-08051-JSR (Joined	Becker & Poliakoff LLP
	Family Limited Partnership et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
63.	Picard v. Kohl et al	11-cv-08081-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
64.	Picard v. Shari Block Jason	11-cv-08082-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
65.	Picard v. Toby Harwood	11-cv-08083-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
66.	Picard v. Difazio	11-cv-08084-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
67.	Picard v. Leslie Ehrlich et ak	11-cv-08085-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
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68.	Picard v. Alvin E. Shulman	11-cv-08086-JSR (Joined	Becker & Poliakoff LLP
	Pourover Trust et al	<i>Picard v. Abel</i> \ 11-cv-07766)	Helen Davis Chaitman
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69.	Picard v. Estate of Steven I.	11-cv-08087-JSR (Joined	Becker & Poliakoff LLP
	Harnick et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
70.	Picard v. Marie S. Rautenberg	11-cv-08088-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
71.	Picard v. Andelman	11-cv-08089-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
72.	Picard v. Robert S. Savin	11-cv-08090-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

73.	Picard v. Train Klan et al	11-cv-08096-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
74.	Picard v. Harry Smith	11-cv-08097-JSR (Joined	Becker & Poliakoff LLP
	Revocable Living Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
75.	Picard v. Allen Gordon	11-cv-08098-JSR (Joined v	Becker & Poliakoff LLP
		11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
76.	Picard v. Susan Andelman	11-cv-08099-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
77.	Picard v. Sylvan Associates LLC	11-cv-08100-JSR (Joined	Becker & Poliakoff LLP
	F/K/A Sylvan Associates	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Limited Partnership et al		(Hchaitman@beckerny.com)
78.	Picard v. James M. New Trust et	11-cv-08101-JSR (Joined	Becker & Poliakoff LLP
	al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
79.	Picard v. Guiducci Family	11-cv-08102-JSR (Joined	Becker & Poliakoff LLP
	Limited Partnership et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
80.	Picard v. Melvin H. and Leona	11-cv-08103-JSR (Joined	Becker & Poliakoff LLP
	Gale Joint Revocable Living	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Trust et al		(Hchaitman@beckerny.com)
81.	Picard v. Trust u/art fourth	11-cv-08104 -JSR (Joined	Becker & Poliakoff LLP
	o/w/o Israel Wilenitz et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
82.	Picard v. Frieda Freshman et al	11-cv-08105-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
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83.	Picard v. Barbara L. Savin	11-cv-08106-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
84.	Picard v. Marilyn Turk	11-cv-08107-JSR (Joined	Becker & Poliakoff LLP
	Revocable Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

85.	Picard v. Brevo Realty Corp.	11-cv-08108-JSR (Joined	Becker & Poliakoff LLP
	Defined Benefit Pension Plan et	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	al		(Hchaitman@beckerny.com)
86.	Picard v. The Celeste & Adam	11-cv-08109-JSR (Joined	Becker & Poliakoff LLP
	Bartos Charitable Trust and	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Adam P. Bartos		(Hchaitman@beckerny.com)
87.	Picard v. James M. Goodman	11-cv-08110-JSR (Joined	Becker & Poliakoff LLP
	and Audrey M. Goodman	Picard v. Abel11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
88.	Picard v. Robert C. Luker	11-cv-08111-JSR (Joined	Becker & Poliakoff LLP
	Family Partnership et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
89.	Picard v. Stony Brook	11-cv-08113-JSR (Joined	Becker & Poliakoff LLP
	Foundation, Inc.	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
90.	Picard v. Leonard J. Oguss	11-cv-08114-JSR (Joined	Becker & Poliakoff LLP
	Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
91.	Picard v. Theresa R. Ryan	11-cv-08115-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
92.	Picard v. Atwood Management	11-cv-08116-JSR (Joined	Becker & Poliakoff LLP
	Profit Sharing Plan & Trust	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	f/k/a Atwood Regency		(Hchaitman@beckerny.com)
	Money Purchase Pension Plan,		
	et al		
93.	Picard v. Bert Brodsky	11-cv-08216-JSR (Joined	Becker & Poliakoff LLP
	Associates, Inc. Pension Plan et	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	al		(Hchaitman@beckerny.com)
94.	Picard v. Plafsky Family LLC	11-cv-08217-JSR (Joined	Becker & Poliakoff LLP
	Retirement Plan et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
95.	Picard v. Palmer Family Trust;	11-cv-08218-JSR (Joined	Becker & Poliakoff LLP
	Great Western Bank – Trust	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Department et al		(Hchaitman@beckerny.com)

96.	Picard v. Steven C. Schupak	11-cv-08219-JSR (Joined	Becker & Poliakoff LLP
	1	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
97.	Picard v. Laura Ann Smith	11-cv-08220-JSR (Joined	Becker & Poliakoff LLP
	Revocable Living Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
98.	Picard v. The Lazarus-Schy	11-cv-08221-JSR (Joined	Becker & Poliakoff LLP
	Family Partnership et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
99.	Picard v. Irene Whitman 1990	11-cv-08224-JSR (Joined	Becker & Poliakoff LLP
	Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
100.	Picard v. Ronald A. Guttman	11-cv-08225-JSR (Joined	Becker & Poliakoff LLP
	and Irene T. Cheng	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
101.	Picard v. Reckson Generation et	11-cv-08226-JSR (Joined	Becker & Poliakoff LLP
	al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
102.	Picard v. Boyer H. Palmer et al	11-cv-08227-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
103.	Picard v. JABA Associates LP et	11-cv-08228-JSR (Joined	Becker & Poliakoff LLP
	al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
104.	Picard v. David Shapiro	11-cv-08264-JSR (Joined	Becker & Poliakoff LLP
	Nominee 4	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
105.	Picard v. Robert Yaffe	11-cv-08265-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
106.	Picard v. Shirley Friedman and	11-cv-08266-JSR (Joined	Becker & Poliakoff LLP
	Richard Friedman	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
107.	Picard v. Manuel O. Jaffe	11-cv-08267-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

108.	Picard v. Allen Meisels	11-cv-08268-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
109.	Picard v. Lehrer et al (moving	11-cv-08269-JSR (Joined	Becker & Poliakoff LLP
	party Eunice Chevron Lehrer)	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
110.	Picard v. Ilene May et al	11-cv-08270-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
111.	Picard v. Schaffer	11-cv-08272-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
112.	Picard v. Realty Negotiators	11-cv-08273-JSR (Joined	Becker & Poliakoff LLP
	Defined Benefit Pension Plan	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
113.	Picard v. Brad Wechsler	11-cv-08274-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
114.	Picard v. Judd Robbins	11-cv-08275-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
115.	Picard v. Alvin E. Shulman	11-cv-08277-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
116.	Picard v. Alvin E. Shulman	11-cv-08278-JSR (Joined	Becker & Poliakoff LLP
	Pourover Trust et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
117.	Picard v. Russell L. Dusek	11-cv-08279-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
118.	Picard v. David Gross and Irma	11-cv-08280-JSR (Joined	Becker & Poliakoff LLP
	Gross	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
119.	Picard v. Bruno L. DiGiulian	11-cv-08281-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)

120.	Picard v. James M. Goodman	11-cv-08282-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
121.	Picard v. Allen Gordon	11-cv-08283-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
122.	Picard v. Boyer Palmer	11-cv-08284-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
123.	Picard v. Denis M. Castelli	11-cv-08334-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
124.	Picard v. Carolyn Jean	11-cv-08335-JSR (Joined	Becker & Poliakoff LLP
	Benjamin et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
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125.	Picard v. Martin Harnick et al	11-cv-08336-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
126.	Picard v. Richard G. Eaton	11-cv-08337-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
127.	Picard v. Gunther K. Unflat	11-cv-08338-JSR (Joined	Becker & Poliakoff LLP
		Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
128.	Picard v. Blue Bell Lumber and	11-cv-08408-JSR (Joined	Becker & Poliakoff LLP
	Moulding Company, Inc. Profit	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Sharing Plan		(Hchaitman@beckerny.com)
129.	Picard v. S&P Associates	11-cv-08409-JSR (Joined	Becker & Poliakoff LLP
	(moving party Rosemary Leo-	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	Sullivan, General Partner)		(Hchaitman@beckerny.com)
130.	Picard v. Barbara Roth and	11-cv-08410-JSR (Joined	Becker & Poliakoff LLP
	Mark Roth	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
131.	Picard v. Nancy Dver Cohen, In	11-cv-08411-JSR (Joined	Becker & Poliakoff LLP
	Her Capacity As Trustee For	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
	The Bert Margolies		(Hchaitman@beckerny.com)

	Trust and Bert Margolies Trust		
132.	Picard v. Ambassador Shoe	11-cv-08474 -JSR;	Kramer Levin Naftalis & Frankel LLP
	Corporation	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	-	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
133.	Picard v. Fred A. Daibes Madoff	11-cv-08475-JSR;	Kramer Levin Naftalis & Frankel LLP
	Securities Trust	Moved to join <i>Picard v.</i>	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
134.	Picard v. Arthur M. Siskind	11-cv-08476-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
135.	Picard v. Lillian Berman	11-cv-08477-JSR;	Kramer Levin Naftalis & Frankel LLP
	Goldfarb	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
136.	Picard v. Estate of Helene	11-cv-08478-JSR;	Kramer Levin Naftalis & Frankel LLP
	Abraham, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
137.	Picard v. Richard A. Broms	11-cv-08479-JSR;	Kramer Levin Naftalis & Frankel LLP
	Revocable Trust, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
138.	Picard v. Carol Nelson and	11-cv-08480-JSR;	Kramer Levin Naftalis & Frankel LLP
	Stanley Nelson	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley

		(Bankr)	(pbentley@kramerlevin.com)
139.	Picard v. Lyle Berman et al	11-cv-08481-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
140.	Picard v. Estate of Robert	11-cv-08482-JSR;	Kramer Levin Naftalis & Frankel LLP
	Rimsky, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
141.	Picard v. Robert A. Meister	11-cv-08483-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
142.	Picard v. Theresa Berman	11-cv-08484-JSR;	Kramer Levin Naftalis & Frankel LLP
	Revocable Trust, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
143.	Picard v. The Olesky Survivors	11-cv-08485-JSR;	Kramer Levin Naftalis & Frankel LLP
	Trust dated 2/27/84 and Cynthia	Moved to join <i>Picard v.</i>	Elise Scherr Frejka
	Olesky Giammarrusco	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
144.	Picard v. Malcolm Sherman	11-cv-08486-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
145.	Picard v. Agas Company L.P., et	11-cv-08487-JSR;	Kramer Levin Naftalis & Frankel LLP
	al	Moved to join Picard v.	Elise Scherr Frejka
	ter.	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley

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		(Bankr)	(pbentley@kramerlevin.com)
146.	Picard v. AHT Partners, LP, et al	11-cv-08488-JSR; Moved to join <i>Picard v.</i> <i>Goldstein</i> MTWR, 11-cv- 8491-JSR and 10-ap-4482 (Bankr)	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
147.	Picard v. BWA Ambassador, Inc., et al	11-cv-08489-JSR; Moved to join <i>Picard v.</i> <i>Goldstein</i> MTWR, 11-cv- 8491-JSR and 10-ap-4482 (Bankr)	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
148.	Picard v. Bernard Greenman Marital Deduction Trust, et al	11-cv-08490;-JSR Moved to join <i>Picard v.</i> <i>Goldstein</i> MTWR, 11-cv- 8491-JSR and 10-ap-4482 (Bankr)	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
149.	Picard v. Goldstein	11-cv-08491-JSR	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
150.	Picard v. Indian Wells Partnership, LTD., a Florida limited partnership, et al	11-cv-08492-JSR; Moved to join <i>Picard v.</i> <i>Goldstein</i> MTWR, 11-cv- 8491-JSR and 10-ap-4482 (Bankr)	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
151.	Picard v. Rubin Family Investments Partnership, et al	11-cv-08493-JSR; Moved to join <i>Picard v.</i> <i>Goldstein</i> MTWR, 11-cv- 8491-JSR and 10-ap-4482 (Bankr)	Kramer Levin Naftalis & Frankel LLP Elise Scherr Frejka (efrejka@kramerlevin.com) Philip Bentley (pbentley@kramerlevin.com)
152.	Picard v. Elaine Pikulik	11-cv-08532-JSR	Rubinstein & Corozzo LLP Ronald Rubinstein (rcorozzo1@gmail.com)

# 08-0178<u>ტ-ჯფლ</u>1:1**D**06:689315Fj**led** 06/02/14enEntered; (26/02/14621227) 45e აქალ აქალის Pg 82 of 150

153.	Picard v. Bonnie J. Kansler	11-cv-08533-JSR	Lax & Neville LLP
			(blax@laxneville)
			Brian J. Neville
			(bneville@laxneville)
		The state of the s	Gabrielle Pretto
			(gpretto@laxneville)
154.	Picard v. Geoffrey S. Rehnert	11-cv-08574-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
155.	Picard v. The Estate of Meyer	11-cv-08575-JSR;	Kramer Levin Naftalis & Frankel LLP
	Goldman (Neil S. Goldman -	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	Moving Party)	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
156.	Picard v. Karen Siff Exkorn	11-cv-08576-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
157.	Picard v. Collingwood Group, et	11-cv-08577-JSR;	Kramer Levin Naftalis & Frankel LLP
	al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
158.	Picard v. Shirley S. Siff Trust	11-cv-08578-JSR;	Kramer Levin Naftalis & Frankel LLP
	1989 DTD 12/20/89, et al	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
159.	Picard v. Marc B. Wolpow 1995	11-cv-08579-JSR;	Kramer Levin Naftalis & Frankel LLP
	Family Trust, et al	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)

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160.	Picard v. Audax Group LP, et al	11-cv-08580-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
161.	Picard v. Carol Nelson	11-cv-08581-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
162.	Picard v. Gordon Associates and	11-cv-08582-JSR;	Kramer Levin Naftalis & Frankel LLP
	Bruce Gordon	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
163.	Picard v. Robert M. Siff	11-cv-08583-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
164.	Picard v. Estate of Maurice U.	11-cv-08584-JSR;	Kramer Levin Naftalis & Frankel LLP
	Rosenfield A/K/A Maurice	Moved to join <i>Picard v.</i>	Elise Scherr Frejka
	Rosenfield et al. (moving party	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
	Robert Rosenfield)	8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
165.	Picard v. Kenneth Evenstad	11-cv-08668-JSR	Loeb & Loeb LLP
	Revocable Trust u/a/d May 2,		Daniel B. Besikof
	2000, et al (Bankr. Dkt #10-		(dbesikof@loeb.com)
	04342)		
166.	Picard v. Lawrence A. Siff	11-cv-08585-JSR;	Kramer Levin Naftalis & Frankel LLP
	33	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
167.	Picard v. Kay Morrissey	11-cv-08586-JSR;	Kramer Levin Naftalis & Frankel LLP
	, , , , , , , , , , , , , , , , , , ,	Moved to join <i>Picard v</i> .	Elise Scherr Frejka

		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
168.	Picard v. Ludmilla Goldberg	11-cv-08587-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
169.	Picard v. Ninth Street Partners,	11-cv-08588-JSR;	Kramer Levin Naftalis & Frankel LLP
	Ltd., et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
170.	Picard v. James Morrissey	11-cv-08589-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
171.	Picard v. Branch Family	11-cv-08590-JSR;	Kramer Levin Naftalis & Frankel LLP
	Development, LLC, et al	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
172.	Picard v. Mathew and Evelyn	11-cv-08591-JSR;	Kramer Levin Naftalis & Frankel LLP
	Broms Investment Partnership,	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
173.	Picard v. Carol Lederman	11-cv-08592-JSR;	Kramer Levin Naftalis & Frankel LLP
	ļ	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
174.	Picard v. Lucerne Foundation	11-cv-08593-JSR;	Kramer Levin Naftalis & Frankel LLP
	and Douglas J. Rimsky, in his	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	capacity as Trustee	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)

		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
175.	Picard v. Estate of James	11-cv-08630-JSR;	Kramer Levin Naftalis & Frankel LLP
	Heller, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
176.	Picard v. Love & Quiches LTD.	11-cv-08631-JSR;	Kramer Levin Naftalis & Frankel LLP
	401(k) Savings Plan and Its	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	Related Trust, et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
177.	Picard v. D. Stone Industries,	11-cv-08632-JSR;	Kramer Levin Naftalis & Frankel LLP
	Inc. Profit Sharing Plan, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
178.	Picard v. The Lyle Berman	11-cv-08633-JSR;	Kramer Levin Naftalis & Frankel LLP
	Family Partnership, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
179.	Picard v. Bertram Bromberg	11-cv-08634-JSR;	Kramer Levin Naftalis & Frankel LLP
	Trust UAD 5/26/06, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
180.	Picard v. Daniel Stone and	11-cv-08635-JSR;	Kramer Levin Naftalis & Frankel LLP
	Susan Jane Stone	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
181.	Picard v. Eugenia G. Vogel, et	11-cv-08636-JSR;	Kramer Levin Naftalis & Frankel LLP
	al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley

# 08-0178<u>ტ-ჯფლ</u>1:1**D**06:689315Fj**led** 06/02/14en**Ente**re**t**ip6/02/1462122745e ატაქო ნათ

		(Bankr)	(pbentley@kramerlevin.com)
182.	Picard v. Harry Schick	11-cv-08637-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
183.	Picard v. Robert M. Siff	11-cv-08638-JSR;	Kramer Levin Naftalis & Frankel LLP
		Moved to join <i>Picard v.</i>	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
184.	Picard v. Lichter Family	11-cv-08639-JSR;	Kramer Levin Naftalis & Frankel LLP
	Partnership, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
185.	Picard v. Kenneth Evenstad	11-cv-08674-JSR	Loeb & Loeb LLP
	Revocable Trust u/a/d May 2,		Daniel B. Besikof
	2000, et al (Bankr. Dkt #10-		(dbesikof@loeb.com)
	04933)		
186.	Picard v. The Robert M. Siff	11-cv-08675-JSR;	Kramer Levin Naftalis & Frankel LLP
	Trust, et al	Moved to join <i>Picard v.</i>	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
187.	Picard v. Joyce G. Moscoe, et al	11-cv-08676-JSR;	Kramer Levin Naftalis & Frankel LLP
	•	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
188.	Picard v. Estate of Elaine	11-cv-08677-JSR;	Kramer Levin Naftalis & Frankel LLP
	Cooper, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)

# 08-0178<u>ტ-ჯფლ</u>1:1**D**066<mark>6893</mark>15Fj**led** 0**6/02/14**en**Ente**re**d**i**/26/02/14**6/1227**45**e **3**Main ნააააააა

189.	Picard v. Jeffrey H. Fisher	11-cv-08678-JSR;	Kramer Levin Naftalis & Frankel LLP
	Separate Property Revocable	Moved to join <i>Picard v.</i>	Elise Scherr Frejka
	Trust, et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
	·	8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
190.	Picard v. Lehrer et al. (moving	11-cv-08679-JSR; Moved to	Kramer Levin Naftalis & Frankel LLP
	parties Stuart M. Stein, Arthur	join Picard v. Goldstein	Elise Scherr Frejka
	Siskind, Arthur J. Feibus,	MTWR, 11-cv-8491 and 10-	(efrejka@kramerlevin.com)
	Jamat Company, LLC, and The	ap-4482 (Bankr.)	Philip Bentley
	Mestro		(pbentley@kramerlevin.com)
	Company)	: 	
191.	Picard v. RIP Investments, LP,	11-cv-08680-JSR;	Kramer Levin Naftalis & Frankel LLP
	et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
192.	Picard v. Estate of David A.	11-cv-08681-JSR;	Kramer Levin Naftalis & Frankel LLP
	Wingate, et al	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
193.	Picard v. Falcon Associates,	11-cv-08682-JSR;	Kramer Levin Naftalis & Frankel LLP
	L.P. and Marc B. Fisher	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
194.	Picard v. The Trust U/W/O H.	11-cv-08683-JSR;	Kramer Levin Naftalis & Frankel LLP
	Thomas Langbert F/B/O Evelyn	Moved to join Picard v.	Elise Scherr Frejka
	Langbert, et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
195.	Picard v. 1096-1100 River Road	11-cv-08684-JSR;	Kramer Levin Naftalis & Frankel LLP
	Associates, LLC, et al	Moved to join Picard v.	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)

196.	Picard v. James Heller Family,	11-cv-08686-JSR;	Kramer Levin Naftalis & Frankel LLP
	LLC, a Delaware limited	Moved to join Picard v.	Elise Scherr Frejka
	liability company, et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
197.	Picard v. Mark & Carol	11-cv-08687-JSR;	Kramer Levin Naftalis & Frankel LLP
	Enterprises, Inc., a New York	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
	Corporation, et al	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
198.	Picard v. CAJ Associates, L.P.,	11-cv-08688-JSR;	Kramer Levin Naftalis & Frankel LLP
	a Delaware limited partnership,	Moved to join Picard v.	Elise Scherr Frejka
	and Carol Lederman	Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
199.	Picard v. Jewish Association for	11-cv-08689-JSR;	Kramer Levin Naftalis & Frankel LLP
	Services for the Aged	Moved to join <i>Picard v</i> .	Elise Scherr Frejka
		Goldstein MTWR, 11-cv-	(efrejka@kramerlevin.com)
		8491-JSR and 10-ap-4482	Philip Bentley
		(Bankr)	(pbentley@kramerlevin.com)
200.	Picard v. Estate of Gilbert M.	11-cv-08741-JSR	Goodwin Procter LLP
	Kotzen, et al		Daniel M. Glosband
			(dglosband@goodwinprocter.com)
			Larkin M. Morton
			(lmorton@goodwinprocter.com)
			Christopher Newcomb
			(cnewcomb@goodwinprocter.com)
201.	Picard v. Bernstein	11-cv-08742-JSR	Goodwin Procter LLP
			Daniel M. Glosband
			(dglosband@goodwinprocter.com)
			Larkin M. Morton
			(lmorton@goodwinprocter.com)
			Christopher Newcomb
			(cnewcomb@goodwinprocter.com)
202.	Picard v. Frank A. Petito, d/b/a	11-cv-08743-JSR	Goodwin Procter LLP
	The Petito Inv. Group, et al		Daniel M. Glosband

			(dglosband@goodwinprocter.com) Larkin M. Morton (lmorton@goodwinprocter.com) Christopher Newcomb (cnewcomb@goodwinprocter.com)  Covington & Burling LLP Dianne Coffino (dcoffino@cov.com) Alan Vinegrad (avinegrad@cov.com)
203.	Picard v. II Kotzen Company	11-cv-08744-JSR	Goodwin Procter LLP Daniel M. Glosband (dglosband@goodwinprocter.com) Larkin M. Morton (lmorton@goodwinprocter.com) Christopher Newcomb (cnewcomb@goodwinprocter.com)
204.	Picard v. Gilbert M. Kotzen 1982 Trust	11-cv-08745-JSR	Goodwin Procter LLP Daniel M. Glosband (dglosband@goodwinprocter.com) Larkin M. Morton (lmorton@goodwinprocter.com) Christopher Newcomb (cnewcomb@goodwinprocter.com)
205.	Picard v. DeLucia	11-cv-08746-JSR	Goodwin Procter LLP Daniel M. Glosband (dglosband@goodwinprocter.com) Larkin M. Morton (lmorton@goodwinprocter.com) Christopher Newcomb (cnewcomb@goodwinprocter.com)
206.	Picard v. Lucky Company, et al (as filed by Morty Wolosoff Revocable Trust, Gloria Wolosoff Revocable Trust, and	11-cv-08840-JSR	Franzblau Dratch, PC Stephen N. Dratch (sdratch@njcounsel.com)

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	Stephen N. Dratch)		
207.	Picard v. The Melvin N. Lock Trust, et al	11-cv-08894-JSR	Fulbright & Jaworski LLP David L. Barrack (dbarrack@fulbright.com) David A. Rosenzweig (drosenzweig@fulbright.com)  Warner & Scheuerman Jonathan D. Warner jdwarner@warnerandscheuennan.com
208.	Picard v. Nessel	11-cv-08895-JSR	Fulbright & Jaworski LLP David L. Barrack (dbarrack@fulbright.com) David A. Rosenzweig (drosenzweig@fulbright.com)
209.	Picard v. Marital Trust of Marvin G. Graybow, et al	11-cv-08896-JSR (Joined by Sharon L. Graybow)	Fulbright & Jaworski LLP David L. Barrack (dbarrack@fulbright.com) David A. Rosenzweig (drosenzweig@fulbright.com)  Golenbock Eiseman Assor Bell & Peskoe LLP Michael Weinstein (mweinstein@golenbock.com) Jonathan L. Flaxer (jflaxer@golenbock.com)
210.	Picard v. Melvin B. Nessel 2006 Trust, et al	11-cv-08897-JSR	Fulbright & Jaworski LLP David L. Barrack (dbarrack@fulbright.com) David A. Rosenzweig (drosenzweig@fulbright.com)  Halperin Battaglia Raicht, LLP; The Gordon Law

			Firm LLP Alan D. Halperin (ahalperin@halperinlaw.net) Scott A. Ziluck (sziluck@halperinlaw.net) Neal W. Cohen (ncohen@halperinlaw.net)  Warner & Scheuerman Jonathan D. Warner jdwarner@warnerandscheuennan.com
211.	Picard v. Nicolette Wernick Nominee P'ship, et al. (moving party Nicolette Wernick)	11-cv-08946-JSR; Moved to join <i>Picard v.</i> <i>Kansler</i> MTWR, 11-cv-8533- JSR and 10-ap-4900 (Bankr)	Lax & Neville LLP Barry R. Lax (blax@laxneville) Brian J. Neville (bneville@laxneville) Gabrielle Pretto (gpretto@laxneville)
212.	Picard v. Fine K-S Trust, et al	11-cv-08968-JSR	Goulston & Storrs, P.C. Christine D. Lynch (clynch@goulstonstorrs.com) Richard J. Rosensweig (rrosensweig@goulstonstorrs.com) Peter D. Bilowz (pbilowz@goulstonstorrs.com)
213.	Picard v. Joseph M. Paresky Trust, et al	11-cv-08969 -JSR	Goulston & Storrs, P.C. Richard J. Rosensweig (rrosensweig@goulstonstorrs.com) Peter D. Bilowz (pbilowz@goulstonstorrs.com)
214.	Picard v. Susan Paresky, et al	11-cv-08970-JSR	Goulston & Storrs, P.C. Richard J. Rosensweig (rrosensweig@goulstonstorrs.com) Peter D. Bilowz (pbilowz@goulstonstorrs.com)

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215.	Picard v. Fiterman Investment Fund, et al	11-cv-08984-JSR	Robins, Kaplan, Miller & Ciresi LLP Michael V. Ciresi (mvciresi@rkmc.com) Thomas B. Hatch (tbhatch@rkmc.com) Damien A. Riehl (dariehl@rkmc.com)  Jones & Schwartz P.C Harold Jones (hjones@jonesschwartz.com)
216.	Picard v. Hess Kline Rev. Trust, et al	11-cv-08986-JSR	Robins, Kaplan, Miller & Ciresi LLP Michael V. Ciresi (mvciresi@rkmc.com) Thomas B. Hatch (tbhatch@rkmc.com) Damien A. Riehl (dariehl@rkmc.com)  Jones & Schwartz P.C Harold Jones (hjones@jonesschwartz.com)
217.	Picard v. Metro Motor Imports, Inc.	11-cv-08987-JSR	Robins, Kaplan, Miller & Ciresi LLP Michael V. Ciresi (mvciresi@rkmc.com) Thomas B. Hatch (tbhatch@rkmc.com) Damien A. Riehl (dariehl@rkmc.com)  Jones & Schwartz P.C Harold Jones (hjones@jonesschwartz.com)
218.	Picard v. Miles Q. Fiterman Recovable Trust, et al	11-cv-08988-JSR	Robins, Kaplan, Miller & Ciresi LLP Michael V. Ciresi (mvciresi@rkmc.com)

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219.	Picard v. Miles & Shirley Fiterman Charitable Foundation, et al	11-cv-08989-JSR	Robins, Kaplan, Miller & Ciresi LLP Michael V. Ciresi (mvciresi@rkmc.com) Thomas B. Hatch (tbhatch@rkmc.com) Damien A. Riehl (dariehl@rkmc.com)  Jones & Schwartz P.C Harold Jones
220.	Picard v. Bergman, et al	11-cv-09058-JSR	(hjones@jonesschwartz.com)  Rosenberg Feldman Smith LLP Richard B. Feldman (rfeldman@rfs-law.com) McKenzie A. Livingston (mlivingston@rfs-law.com)
221.	Picard v. Pati H. Gerber 1997 Trust, et al	11-cv-09060-JSR	Schulte Roth & Zabel LLP Marcy Ressler Harris (marcy.harris@srz.com) Frank J. LaSalle (frank.lasalle@srz.com) Mark D. Richardson (mark.richardson@srz.com)
222.	Picard v. Edward and Marion Speer	11-cv-09062-JSR (Joined Picard v. Abel 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
223.	Picard v. Kase-Glass Fund, et al	11-cv-09063-JSR	Stroock & Stroock & Lavan, LLP Melvin A. Brosterman

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224.	Picard v. Lemtag Associates, et al	11-cv-09064-JSR	Stroock & Stroock & Lavan LLP Melvin A. Brosterman (mbrosterman@stroock.com) Danielle Alfonzo Walsman (dwalsman@stroock.com) Christopher Guhin (cguhin@stroock.com) Michele L. Pahmer (mpahmer@stroock.com)
225.	Picard v. Brian H. Gerber	11-cv-09140-JSR (Joined Picard v. Pati H. Gerber 1997 Trust, et al 11-cv-09060)	Bellows & Bellows PC Christopher Gallinari Schuyler D. Geller
226.	Picard v. Brian H. Gerber Trust	11-cv-09142-JSR (Joined Picard v. Pati H. Gerber 1997 Trust, et al 11-cv-09060)	Bellows & Bellows PC Christopher Gallinari Schuyler D. Geller
227.	Picard v. The Koff Living Trust, et al	11-cv-09178-JSR	Loeb & Loeb LLP Walter H. Curchack (wcurchack@loeb.com) P. Gregory Schwed (gschwed@loeb.com) Daniel B. Besikof (dbesikof@loeb.com)
228.	Picard v. MBE Preferred Limited Partnership, et al	11-cv-09179-JSR	Loeb & Loeb LLP Walter H. Curchack (wcurchack@loeb.com) P. Gregory Schwed (gschwed@loeb.com) Daniel B. Besikof

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229.	Picard v. Sew Preferred Limited Partnership, et al	11-cv-09180-JSR	Loeb & Loeb LLP Walter H. Curchack (wcurchack@loeb.com) P. Gregory Schwed (gschwed@loeb.com) Daniel B. Besikof (dbesikof@loeb.com)
230.	Picard v. Serene Warren Rev. Trust U/A/D Sept. 15, 2005, et al	11-cv-09181-JSR	Loeb & Loeb LLP Walter H. Curchack (wcurchack@loeb.com) P. Gregory Schwed (gschwed@loeb.com) Daniel B. Besikof (dbesikof@loeb.com)
231.	Picard v. Pisetzner Family Ltd P'ship, et al	11-cv-09182-JSR	Greenberg Traurig P.A. Scott M. Grossman (grossmansm@gtlaw.com)
232.	Picard v. Judith Pisetzner	11-cv-09183-JSR	Greenberg Traurig P.A. Scott M. Grossman (grossmansm@gtlaw.com)
233.	Picard v. Frank J. Lynch	11-cv-09215-JSR	McDermott Will & Emery LLP Daniel N. Jocelyn (djocelyn@mwe.com) Nava Hazan (nhazan@mwe.com) Michael R. Huttenlocher (mhuttenlocher@mwe.com)
234.	Picard v. F&P Lynch Partnership, et al	11-cv-09216-JSR	McDermott Will & Emery LLP Daniel N. Jocelyn (djocelyn@mwe.com) Nava Hazan (nhazan@mwe.com) Michael R. Huttenlocher (mhuttenlocher@mwe.com)

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235.	Picard v. Leslie Aufzien Levine, et al	11-cv-09217-JSR	Loeb & Loeb LLP Walter H. Curchack
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236.	Picard v. Mark B. Evenstad	11-cv-09218-JSR	Loeb & Loeb LLP
	Revocable Trust U/A/D Jan. 30,		Walter H. Curchack
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237.	Picard v. Gorvis LLC, et al.	11-cv-09219-JSR	Loeb & Loeb LLP
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238.	Picard v. Mashanda Ltd	11-cv-09220-JSR	Stroock & Stroock & Lavan LLP
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239.	Picard v. Estate of Paul E.	11-cv-09275-JSR	Wachtel Masyr & Missry LLP
	Feffer, et al		Howard Kleinhendler
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			Sara Spiegelman
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240.	Picard v. Schiff Family	11-cv-09276-JSR	Wachtel Masyr & Missry LLP
	Holdings		Howard Kleinhendler
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	al		Sara Spiegelman
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241.	Picard v. Franklin Sands	11-cv-09277-JSR	Wachtel Masyr & Missry LLP
			Howard Kleinhendler
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242.	Picard v. Daniel Silna, et al	11-cv-09279-JSR	Wachtel Masyr & Missry LLP
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243.	Picard v. Steven Schiff	11-cv-09280-JSR	Wachtel Masyr & Missry LLP
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			Sara Spiegelman
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244.	Picard v. Shetland Fund	11-cv-09281-JSR	Wachtel Masyr & Missry LLP
	Limited Partnership et al.		Howard Kleinhendler
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			Sara Spiegelman
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245.	Picard v. Lori Chemla and	11-cv-09282-JSR	Wachtel Masyr & Missry LLP
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			Sara Spiegelman
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246.	Picard v. Melissa Perlen	11-cv-09367-JSR	Fulbright & Jaworski LLP
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247.	Picard v. Frederic J. Perlen	11-cv-09368-JSR	Fulbright & Jaworski LLP
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			David A. Rosenzweig

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			(drosenzweig@fulbright.com)
248.	Picard v. Myra Perlen	11-cv-09369-JSR	Fulbright & Jaworski LLP
	Revocable Trust		David L. Barrack
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249.	Picard v. Stuart Perlen	11-cv-09370-JSR	Fulbright & Jaworski LLP
	Revocable Trust DTD 1/4/08		David L. Barrack
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			David A. Rosenzweig
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250.	Picard v. Lake Drive LLC, et al	11-cv-09371-JSR	Katten Muchin Rosenman LLP
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251.	Picard v. Bear Lake Partners, et	11-cv-09372-JSR	Katten Muchin Rosenman LLP
	al		Anthony L. Paccione
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			Brian A. Schmidt
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252.	Picard v. Mosaic Fund L.P., et	11-cv-09444-JSR	Macht, Shapiro, Aarato & Isserles LLP
	al	Manager 1	Alexandra A.E. Shapiro
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253.	Picard v. United Congregations	11-cv-09445-JSR (Joined	K&L Gates LLP
	Mesora	Picard v. Wolfson Equities	Richard A. Kirby
		11-cv-09449)	(richard.kirby@klgates.com)
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254.	Picard v. Chesed Congregations	11-cv-09446-JSR (Joined	K&L Gates LLP
	of America	Picard v. Wolfson Equities	Richard A. Kirby

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255.	Picard v. South Ferry Building Company, et al.	11-cv-09449)  11-cv-09447-JSR (Joined Picard v. Wolfson Equities 11-cv-09449)	(richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com) K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com)
256.	Picard v. Lanx BM Investments, LLC, et al.	11-cv-09448-JSR (Joined Picard v. Wolfson Equities 11-cv-09449)	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com)
257.	Picard v. Wolfson Equities	11-cv-09449-JSR	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com)
258.	Picard v. ZWD Investments, LLC, et al.	11-cv-09450-JSR (Joined Picard v. Wolfson Equities 11-cv-09449)	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com)
259.	Picard v. South Ferry #2 LP, et al.	11-cv-09451-JSR (Joined Picard v. Wolfson Equities 11-cv-09449)	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com)

260.	Picard v. Laure Ann Margolies Children's Trust, et al	11-cv-09500-JSR (Joined <i>Picard v. Abel</i> 11-cv-07766)	Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com) Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
261.	Picard v. Anthony Stefanelli	11-cv-09502-JSR	Rattet Pasternak, LLP Jonathan S. Pasternak (jpasternak@rattetlaw.com) James B. Glucksman (jglucksman@rattetlaw.com)
262.	Picard v. Stefanelli Investor Group, et al (Mary Ann Stefanelli – Moving Party)	11-cv-09503-JSR	Rattet Pasternak, LLP Jonathan S. Pasternak (jpasternak@rattetlaw.com) James B. Glucksman (jglucksman@rattetlaw.com)
263.	Picard v. Barbra K. Morganstern Revocable Trust et al.	11-cv-09539-JSR; Moved to join in <i>Picard v. The Joseph Bergman Revocable Trust</i> , 11-cv-9058-JSR.	Rosenberg Feldman Smith, LLP Richard B. Feldman rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
264.	Picard v. Esskayjay Enterprises Ltd. Profit Sharing Plan and Trust et al.	11-cv-09540-JSR; Moved to join in <i>Picard v. The Joseph Bergman Revocable Trust</i> , 11-cv-9058-JSR.	Rosenberg Feldman Smith, LLP Richard B. Feldman rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
265.	Picard v. Estate of Lillian B. Steinberg et al.	11-cv-09541-JSR; Moved to join in <i>Picard v. The Joseph Bergman Revocable Trust</i> , 11-cv-9058-JSR.	Rosenberg Feldman Smith, LLP Richard B. Feldman rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
266.	Picard v. Estate of Bernard J. Kessel et al.	11-cv-09542-JSR; Moved to join in <i>Picard v. The Joseph</i>	Rosenberg Feldman Smith, LLP Richard B. Feldman

		Bergman Revocable Trust, 11-cv-9058-JSR.	rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
267.	Picard v. Rituno	11-cv-09543-JSR; Moved to join in <i>Picard v. The Joseph Bergman Revocable Trust</i> , 11-cv-9058-JSR.	Rosenberg Feldman Smith, LLP Richard B. Feldman rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
268.	Picard v. Mid Altantic Group Inc. et al.	11-cv-09544-JSR; Moved to join in <i>Picard v. The Joseph Bergman Revocable Trust</i> , 11-cv-9058-JSR.	Rosenberg Feldman Smith, LLP Richard B. Feldman rfeldman@rfs-law.com McKenzie A. Livingston mlivingston@rfs-law.com
269.	Picard v. Estelle G. Teitelbaum	11-cv-09629-JSR	Kudman Trachten Aloe LLP Paul H. Aloe (paloe@kudmanlaw.com) Matthew H. Cohen (mcohen@kudmanlaw.com)
270.	Picard v. Michael Frenchman and Laurie Frenchman	11-cv-09630-JSR	Kudman Trachten Aloe LLP Paul H. Aloe (paloe@kudmanlaw.com) Matthew H. Cohen (mcohen@kudmanlaw.com)
271.	Picard v. The Hausner Group, et al	11-cv-09631-JSR	Kudman Trachten Aloe LLP Paul H. Aloe (paloe@kudmanlaw.com) Matthew H. Cohen (mcohen@kudmanlaw.com)
272.	Picard v. Estate of Kay Frankel, et al	11-cv-09680-JSR	Olshan Grundman Frome Rosenzweig & Wolosky LLP Thomas J. Fleming (tfleming@olshanlaw.com) Joshua S. Androphy (jandrophy@olshanlaw.com)
273.	Picard v. Peter Joseph	12-cv-00036-JSR	Golenbock Eiseman Assor Bell & Peskoe LLP

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274.	Picard v. Gary J. Korn, et al	12-cv-00037-JSR	Golenbock Eiseman Assor Bell & Peskoe LLP
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275.	Picard v. Queensgate	12-cv-00038-JSR	Golenbock Eiseman Assor Bell & Peskoe LL
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276.	Picard v. Story, et al	12-cv-00039-JSR	Golenbock Eiseman Assor Bell & Peskoe LLP
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277.	Picard v. Story Family Trust #3,	12-cv-00040-JSR	Golenbock Eiseman Assor Bell & Peskoe LLP
	et al		Jonathan L. Flaxer
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278.	Picard v. Nicolette Wernick	12-cv-00041-JSR	Bingham McCutchen LLP
	Nominee P'ship, et al (M.		Steven Wilamowsky
	Gordon Ehrlich – Moving Party)		(steven.wilamowsky@bingham.com)
279.	Picard v. David Silver and	12-cv-00090-JSR	Morrison Cohen LLP
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280.	Picard v. Douglas D. Johnson	12-cv-00091-JSR	Herrick, Feinstein LLP
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281.	Picard v. Muriel B. Cantor, et al	12-cv-00205-JSR	Schlesinger Gannon & Lazetera LLP
			Thomas P. Gannon
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282.	Picard v. FGLS Equity, LLC	12-cv-00208-JSR	Stroock & Stroock & Lavan, LLP
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283.	Picard v. Financiere Agache	12-cv-00259-JSR	Barack Ferrazzano Kirschbaum & Nagelberg LLP
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			Kimberly J. Robinson
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284.	Picard v. The Phoebe Blum	12-cv-00327-JSR	Klestadt & Winters LLP
	Rev. Trust, et al.		Tracy L. Klestadt
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285.	Picard v. Cornerstone Capital	12-cv-00328-JSR	Lowenstein Sandler PC
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286.	Picard v. Pulver Family	12-cv-00329-JSR; Moved to	Lowenstein Sandler PC
	Foundation	join Picard v. Cornerstone	Zachary D. Rosenbaum
		Capital (Del), Inc., 12-cv-	(zrosenbaum@lowenstein.com)
		00328-JSR	Peter D. Greene
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287.	Picard v. P. Feldman	12-cv-00352-JSR	Bernfeld, DeMatteo & Bernfeld, LLP

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288.	Picard v. Harvey I. Werner Rev. Trust, et al.	12-cv-00353-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
289.	Picard v. Frederic Konigsberg, et al.	12-cv-00354-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
290.	Picard v. Schur	12-cv-00355-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
291.	Picard v. Yankowitz, et al.	12-cv-00356-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
292.	Picard v. Leff, et al.	12-cv-00357-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
293.	Picard v. Cheren	12-cv-00358-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld (davidbernfeld@bernfeld-dematteo.com) Jeffrey Bernfeld (jeffreybernfeld@bernfeld-dematteo.com)
294.	Picard v. Ken-Wen Family Ltd. Partnership, et al.	12-cv-00359-JSR	Bernfeld, DeMatteo & Bernfeld, LLP David Bernfeld

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295.	Picard v. Estate of Heine, et al.	12-cv-00360-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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296.	Picard v. R. Feldman	12-cv-00361-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
			David Bernfeld
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297.	Picard v. Jeffrey L. Werner	12-cv-00362-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Trust, et al.		David Bernfeld
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298.	Pciard v. Sperling, et al.	12-cv-00363-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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299.	Picard v. Sweidel	12-cv-00364-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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300.	Picard v. Diamond	12-cv-00391-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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301.	Picard v. Adess Trust, et al.	12-cv-00392-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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302.	Picard v. Robert Redston Trust,	12-cv-00393-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	et al		David Bernfeld
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303.	Picard v. Gorrin Family Trust,	12-cv-00394-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	et al.		David Bernfeld
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304.	Picard v. Winters Family	12-cv-00395-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Partnership, et al.		David Bernfeld
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305.	Picard v. Schlesinger Marital	12-cv-00396-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Trust, et al.		David Bernfeld
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306.	Picard v. Ho Marital	12-cv-00397-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Appointment Trust, et al.		David Bernfeld
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307.	Picard v. KL Retirement Trust,	12-cv-00398-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	et al.		David Bernfeld
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308.	Picard v. Estate of Carolyn	12-cv-00399-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Miller, et al.		David Bernfeld
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309.	Picard v. Werner Foundation	12-cv-00400-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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310.	Picard v. Ad-In-Partners, et al.	12-cv-00401-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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311.	Picard v. Vock, et al.	12-cv-00402-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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312.	Picard v. Trust Under Deed of	12-cv-00403-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
	Suzzane May, et al.		David Bernfeld
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313.	Picard v. Nathaniel Gold, et al.	12-cv-00404-JSR	Bernfeld, DeMatteo & Bernfeld, LLP
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314.	Picard v. Marilyn Davimos 1999	12-cv-00514-JSR; Moved to	Akerman Senterfitt LLP
	Grat, a Florida Trust et al.	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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315.	Picard v. The Estate of Meyer	12-cv-00515-JSR; Moved to	Akerman Senterfitt LLP

	Goldman ²	join Picard v. Cohen, 12-cv- 0519-JSR	Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
316.	Picard v. A&G Goldman Partnership, a NY Partnership et al.	12-cv-00516-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
317.	Picard v. Marilyn Lobell Trust et al.	12-cv-00517-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
318.	Picard v. Joel Busel Revocable Trust et seq. ³	12-cv-00518-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-	Akerman Senterfitt LLP Susan F. Balaschak

² Moving defendants are The Estate of Meyer Goldman, Joshua L. Goldman, Jordan S. Goldman, Sasha D. Goldman, and Elizabeth H. Goldman but do not join in argument Section III.B.4 of Cohen's memorandum.

³ Moving parties are JOEL BUSEL REVOCABLE TRUST, SANDRA BUSEL REVOCABLE TRUST, SANDRA BUSEL, in her capacity as Trustee of the Sandra Busel Revocable Trust and Joel Busel Revocable Trust, and in her capacity as grantor of the Sandra Busel Revocable Trust, JOEL BUSEL, in his capacity as Trustee of the Joel Busel Revocable Trust and Sandra Busel Revocable Trust, and in his capacity as grantor of the Joel Busel Revocable Trust.

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319.	Picard v. Nathan Cohen	12-cv-00519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
320.	Picard v. Edward A. Zraick, Jr., et al	12-cv-00521-JSR	Hunton & Williams LP Peter S. Partee, Sr. (ppartee@hunton.com) Richard P. Norton (rnorton@hunton.com) Robert A. Rich (rrich2@hunton.com)
321.	Picard v. Alvin Rush	12-cv-00530-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
322.	Picard v. Panagiotis Sakellariou Settlement, an Irrevocable Trust u/a/d 12,17/92 et al.	12-cv-00531-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz

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323.	Picard v. Radosh Partners, a Florida Partnership et al.	12-cv-00532-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
324.	Picard v. Celia Paleologos Revocable Trust dated 5/26/98, a Florida Trust et al.	12-cv-00533-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com) Michael I. Goldberg (michael.goldberg@akerman.com)
325.	Picard v. Merida Associates, Inc. et al.	12-cv-00534-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-0519-JSR	Akerman Senterfitt LLP Susan F. Balaschak (susan.balaschak@akerman.com) Kathlyn Schwartz (kathlyn.schwartz@akerman.com) Elissa P. Fudim (elissa.fudim@akerman.com)

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326.	Picard v. The Judie Lifton 1996	12-cv-00535-JSR; Moved to	Akerman Senterfitt LLP
	Revocable Trust et al. (Martin	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
	Lifton, in his capacity as Trustee	0519-JSR	(susan.balaschak@akerman.com)
	of the Judie Lifton 1996		Kathlyn Schwartz
	Revocable Trust dated		(kathlyn.schwartz@akerman.com)
	September 5, 1996)		Elissa P. Fudim
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327.	Picard v. Martin Lifton	12-cv-00536-JSR; Moved to	Akerman Senterfitt LLP
	·	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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328.	Picard v. Allyn Levy Revocable	12-cv-00537-JSR; Moved to	Akerman Senterfitt LLP
	Trust et al.	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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329.	Picard v. Krellenstein Family	12-cv-00538-JSR; Moved to	Akerman Senterfitt LLP
	Limited Partnership II of 1999	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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330.	Picard v. Estate of Sam W. Klein et al.	12-cv-00539-JSR; Moved to join <i>Picard v. Cohen</i> , 12-cv-	Akerman Senterfitt LLP Susan F. Balaschak
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331.	Picard v. Ringler Partners, L.P.,	12-cv-00606-JSR	Kudman Trachten Aloe LLP
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332.	Picard v. Mar Partners and	12-cv-00607-JSR; Moved to	Akerman Senterfitt LLP
	Alvin Rush	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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333.	Picard v. L. Rags, Inc.	12-cv-00608-JSR; Moved to	Akerman Senterfitt LLP
		join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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334.	Picard v. The Ruth Rosen	12-cv-00609-JSR; Moved to	Akerman Senterfitt LLP
	Family Limited Partnership et	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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335.	Picard v. Mike Stein	12-cv-00610-JSR; Moved to	Akerman Senterfitt LLP
		join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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336.	Picard v. Linda S. Waldman	12-cv-00611-JSR; Moved to	Akerman Senterfitt LLP
	ļ	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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337.	Picard v. Richard E. Winter	12-cv-00612-JSR; Moved to	Akerman Senterfitt LLP
	Revocable Trust u/a Dated	join Picard v. Cohen, 12-cv-	Susan F. Balaschak
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338.	Picard v. Epstein Family Trust UWO Diana Epstein, et al	12-cv-00645-JSR	Dickstein Shapiro LLP Eric Fisher
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339.	Picard v. Beaser Investment	12-cv-00696-JSR	Blank Rome LLP
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340.	Picard v. Samuel Beaser	12-cv-00697-JSR	Blank Rome LLP
	Amended & Restated Trust, et al		James V. Masella, III
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341.	Picard v. Zieses Investment	12-cv-00698-JSR	Blank Rome LLP
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342.	Picard v. G.S. Schwartz & Co.,	12-cv-00699-JSR	Blank Rome LLP
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343.	Picard v. Marvin L. Olshan	12-cv-00701-JSR	Olshan Grundman Frome Rosenzweig & Wolosky
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344.	Picard v. The Croul Family Trust, et al	12-cv-00758-JSR	Morrison & Foerster LLP Carl H. Loewenson, Jr. (cloewenson@mofo.com) David S. Brown (dbrown@mofo.com)
345.	Picard v. Cohen Pooled Asset Account, et al	12-cv-00883-JSR	Shapiro, Arato & Isserles LLP Alexandra A.E. Shapiro (ashapiro@machtshapiro.com) Eric S. Olney (eolney@shapiroarato.com)
346.	Picard v. Cohen Pooled Asset Account, et al. (Cohen Pooled Asset Account, 61 Associates LLC, and Amy S. Cohen joined)	12-cv-00883-JSR; Moved to join in same action	Proskauer Rose Richard L. Spinogatti (rspinogatti@proskauer.com)
347.	Picard v. Ostrin Family Partnership, et al	12-cv-00884-JSR	Law Office of Richard E. Signorelli Richard E. Signorelli (rsignorelli@nyclitigator.com) Bryan Ha (bhanyc@gmail.com)
348.	Picard v. The Alan Miller Diane Miller Revocable Trust, et al.	12-cv-00885-JSR	Maslon Edelman Borman & Brand, LLP Kesha Lynn Tanabe (kesha.tanabe@maslon.com)
349.	Picard v. Edward T. Coughlin, et al	12-cv-00886-JSR	Lewis & McKenna Paul Z. Lewis (plewis@lewismckenna.com)
350.	Picard v. Diane Wilson	12-cv-00887-JSR	Simon & Partners LLP Kenneth C. Murphy kcmurphy@simonalawyers.com
351.	Picard v. Gertrude E. Alpern Rev. Trust, et al	12-cv-00939-JSR	Klestadt & Winters, LLP Tracy L. Klestadt (tklestadt@klestadt.com)

352.	Picard v. Lewis Alpern and Jane	12-cv-00940-JSR	John E. Jureller, Jr. (jjureller@klestadt.com) Brendan M. Scott (bscott@klestadt.com) Klestadt & Winters, LLP
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353.	Picard v. Arnold Shapiro 11/9/96 Trust et al	12-cv-00941-JSR	Klestadt & Winters, LLP Tracy L. Klestadt (tklestadt@klestadt.com) John E. Jureller, Jr. (jjureller@klestadt.com) Brendan M. Scott (bscott@klestadt.com)
354.	Picard v. Samdia Family, L.P., et al.	12-cv-00942-JSR (Joined <i>Picard v. Abel</i> 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
355.	Picard v. Kenneth W. Perlman, et al	12-cv-00943-JSR	Blank Rome LLP James V. Masella, III (JMasella@BlankRome.com) Anthony A. Mingione (AMingione@BlankRome.com) Ryan E. Cronin (RCronin@BlankRome.com)
356.	Picard v. Leonard R. Ganz and Roberta Ganz	12-cv-00944-JSR	Blank Rome LLP James V. Masella, III (JMasella@BlankRome.com) Anthony A. Mingione (AMingione@BlankRome.com) Ryan E. Cronin (RCronin@BlankRome.com)

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357.	Picard v. George N. Faris	12-cv-00945-JSR	Blank Rome LLP
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358.	Picard v. Kreitman	12-cv-01134-JSR	Blank Rome LLP
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359.	Picard v. Lexus Worldwide Ltd	12-cv-01135-JSR	Dickstein Shapiro LLP
	and Ilan Kelson (Moving Party		Eric Fisher
	is Ilan Kelson)		(fishere@dicksteinshapiro.com)
			Stefanie Birbrower Greer
			(greers@dicksteinshapiro.com)
360.	Picard v. Gorek (Bankr. Dkt No.	12-cv-01137-JSR	Day Pitney LLP
	10-04797)		Thomas D. Goldberg
			(tgoldberg@daypitney.com)
361.	Picard v. Gorek, et al (Bankr.	12-cv-01138-JSR	Day Pitney LLP
	Dkt No. 10-04623)		Thomas D. Goldberg
***************************************			(tgoldberg@daypitney.com)
362.	Picard v. Philadelphia Financial	12-cv-01228-JSR	Otterbourg, Steindler, Houston & Rosen, P.C.
	Life Assurance Co. (Bankr. Dkt.		Richard Gerard Haddad
	No. 10-04973)		(rhaddad@oshr.com)
363.	Picard v. Philadelphia Financial	12-cv-01229-JSR	Otterbourg, Steindler, Houston & Rosen, P.C.
	Life Assurance Co. (Bankr. Dkt.		Richard Gerard Haddad
	No. 10-05065)		(rhaddad@oshr.com)
364.	Picard v. Weindling	12-cv-01690-JSR	Golenbock Eiseman Assor Bell & Peskoe LLP
			Douglas L. Furth
			(dfurth@golenbock.com)
			Jacqueline G. Veit
			(jveit@golenbock.com)

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365.	Picard v. Estate of Elaine S.	12-cv-01691-JSR	Cole, Schotz, Meisel, Forman & Leonard, P.A.
	Fox, et al		Laurence May
			(lmay@coleschotz.com)
			Jill B. Bienstock
			(jbienstock@coleschotz.com)
366.	Picard v. Estate of Marvin	12-cv-01692-JSR (Joined	Becker & Poliakoff LLP
	Kirsten, et al	Picard v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
367.	Picard v. Lehrer et al. (moving	12-cv-01811-JSR; Moved to	SNR Denton US LLP
	party Elaine Stein Roberts)	join Picard v. Hein, 11-cv-	Carole Neville
		4936-JSR	(carole.neville@snrdenton.com)
368.	Picard v. Lehrer et al. (moving	12-cv-02079-JSR; Moved to	Ellenoff Grossman & Schole LLP
	party Douglas Ellenoff)	join Picard v. Goldstein	Ted Poretz
		MTWR, 11-cv-8491-JSR and	tporetz@egsllp.com
		10-ap-4482 (Bankr)	
369.	Picard v. Pergament Equities	12-cv-02153-JSR	Holland & Knight LLP
	LLC		H. Barry Vasios
			(barry.vasios@hklaw.com)
			Barbra R. Parlin
			(barbra.parlin@hklaw.com)
370.	Picard v. Barbara Kotlikoff	12-cv-02155-JSR	Stroock & Stroock & Lavan, LLP
	Harman		Melvin A. Brosterman
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			Danielle Alfonzo Walsman
			(dwalsman@stroock.com)
			Christopher Guhin
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			Michele L. Pahmer
			(mpahmer@stroock.com)
371.	Picard v. Amy R. Roth	12-cv-02156-JSR	Stroock & Stroock & Lavan, LLP
			Melvin A. Brosterman
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			(dwalsman@stroock.com)
			Christopher Guhin
			(cguhin@stroock.com)

			Michele L. Pahmer (mpahmer@stroock.com)
372.	Picard v. Benjamin W. Roth and Marion B. Roth	12-cv-02157-JSR	Stroock & Stroock & Lavan, LLP Melvin A. Brosterman (mbrosterman@stroock.com) Danielle Alfonzo Walsman (dwalsman@stroock.com) Christopher Guhin (cguhin@stroock.com) Michele L. Pahmer (mpahmer@stroock.com)
373.	Picard v. The Gloria Albert Sandler and Maurice Sandler Revocable Living Trust, et al.	12-cv-02158-JSR (Joined Picard v. Abel 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
374.	Picard v. Glenhaven Limited and Mathew L. Gladstein	12-cv-02159-JSR (Joined <i>Picard v. Abel</i> 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
375.	Picard v. Sandy Sandler	12-cv-02160-JSR (Joined Picard v. Abel 11-cv-07766)	Becker & Poliakoff LLP Helen Davis Chaitman (Hchaitman@beckerny.com)
376.	Picard v. Milton Goldworth	12-cv-02226-JSR	Fulbright & Jaworski LLP David L. Barrack (dbarrack@fulbright.com) David A. Rosenzweig (drosenzweig@fulbright.com)
377.	Picard v. Keystone Electronics Corp. Employee Profit Sharing Trust, et al	12-cv-02228-AKH	Fox Rothschild LLP Keith Ryan McMurdy (kmcmurdy@foxrothschild.com)
378.	Picard v. Marjorie Most	12-cv-02278-JSR	Stim & Warmuth, P.C. Paula J. Warmuth (pjw@stim-warmuth.com) Glenn P. Warmuth (gpw@stim-warmuth.com)

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379.	Picard v. Michael Most	12-cv-02279-JSR	Stim & Warmuth, P.C. Paula J. Warmuth
			(pjw@stim-warmuth.com)
			Glenn P. Warmuth
			(gpw@stim-warmuth.com)
380.	Picard v. Irving J. Pinto 1996	12-cv-02309-JSR	Bruce S. Schaeffer
360.	Grantor Retained Annuity	12-cv-02309-35R	(bruce.schaeffer@gmail.com)
	Trust, et al.		(or uce.scriacife (togniam.com)
381.	Picard v. Estate of Muriel	12-cv-02312-JSR	Stroock & Stroock & Lavan, LLP
501.	Lederman, et al.	12 01 02312 0310	Melvin A. Brosterman
	Louis many or an		(mbrosterman@stroock.com)
			Danielle Alfonzo Walsman
			(dwalsman@stroock.com)
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			(cguhin@stroock.com)
			Michele L. Pahmer
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			Kramer Levin Naftalis & Frankel LLP
			Elise Scherr Frejka
			(efrejka@kramerlevin.com)
			Philip Bentley
			(pbentley@kramerlevin.com)
382.	Picard v. M. Harvey Rubin	12-cv-02314-JSR	Weisman Celler Spett & Modlin, P.C.
	Trust of 11/11/92, et al.		Kenneth A. Hicks
			(khicks@wcsm445.com)
			John B. Sherman
			(jsherman@wcsm445.com)
383.	Picard v. Joan Roman	12-cv-02315-JSR	Becker & Poliakoff LLP
	[Amended Motion to		Helen Davis Chaitman
www.	Withdraw]		(Hchaitman@beckerny.com)
384.	Picard v. S&P Associates	12-cv-02316-JSR	Becker & Poliakoff LLP
	[Amended Motion to		Helen Davis Chaitman
	Withdraw]		(Hchaitman@beckerny.com)
385.	Picard v. P&S Associates	12-cv-02317-JSR	Becker & Poliakoff LLP
	[Amended Motion to		Helen Davis Chaitman

	Withdraw]		(Hchaitman@beckerny.com)
386.	Picard v. Robert Roman	12-cv-02318-JSR	Becker & Poliakoff LLP
	[Amended Motion to		Helen Davis Chaitman
	Withdraw]		(Hchaitman@beckerny.com)
387.	Picard v. Barbara S. Gross 2006	12-cv-02337-JSR	Moses & Singer LLP
	Grat, et al		Mark N. Parry
			(mparry@mosessinger.com)
388.	Picard v. L&I Investments, LLC	12-cv-02338-JSR	Moses & Singer LLP
			Mark N. Parry
			(mparry@mosessinger.com)
389.	Picard v. Steven E. Leber	12-cv-02339-JSR	Moses & Singer LLP
	Charitable Remainer Unitrust,		Mark N. Parry
	et al		(mparry@mosessinger.com)
390.	Picard v. Walter J. Gross	12-cv-02340-JSR	Moses & Singer LLP
	Revocable Trust, et al.		Mark N. Parry
			(mparry@mosessinger.com)
391.	Picard v. Shum Family	12-cv-02342-JSR	Moses & Singer LLP
	Partnership III, LP, et al.		Mark N. Parry
			(mparry@mosessinger.com)
392.	Picard v. Estate of Richard L.	12-cv-02344-JSR	Katsky Korins LLP
	Cash, et al.		Robert A. Abrams
			(rabrams@katskykorins.com)
393.	Picard v. Freda Epstein	12-cv-02345-JSR	Katsky Korins LLP
	Revocable Trust, et al.		Robert A. Abrams
			(rabrams@katskykorins.com)
394.	Picard v. Gladys Cash, et al.	12-cv-02346-JSR	Katsky Korins LLP
			Robert A. Abrams
			(rabrams@katskykorins.com)
395.	Picard v. S.H. & Helen R.	12-cv-02348-JSR	Katsky Korins LLP
	Scheuer Family Foundation,		Robert A. Abrams
	Inc.		(rabrams@katskykorins.com)
396.	Picard v. Ronald Eisenberg	12-cv-02352-JSR	Proskauer Rose LLP
	1995 Continuing Trust, et al.		Richard L. Spinogatti
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397.	Picard v. Isaac Blech	12-cv-02353-JSR	Proskauer Rose LLP
			Richard L. Spinogatti
			(rspinogatti@proskauer.com)
398.	Picard v. Calesa Associates, et al	12-cv-02366-JSR	Latham & Watkins LLP
	, and the second		Robert J. Rosenberg
			(robert.rosenberg@lw.com)
			Michael J. Riela
			(michael.riela@lw.com)
399.	Picard v. Second Act Associates,	12-cv-02367-JSR	Sanders Ortoli Vaughn-Flam Rosenstadt LLP
	L.P., et al.		Jeremy B. Kaplan
			(jk@sovrlaw.com)
400.	Picard v. Jay Gaines & Co., Inc.	12-cv-02370-JSR	Sills, Cummins, & Gross P.C.
	Profit Sharing Plan, et al		George R. Hirsch
			(ghirsch@sillscummis.com)
401.	Picard v. The Arthur and	12-cv-02372-JSR	Schlam Stone & Dolan LLP
	Rochelle Belfer Foundation,		Richard H. Dolan
	Inc., et al.		(rhd@schlamstone.com)
			Bennette D. Kramer
			(bdk@schlamstone.com)
402.	Picard v. Estate of Maurice U.	12-cv-02374-JSR	Bryan Cave LLP
	Rosenfeld A/K/A Maurice		Thomas J. Schell
	Rosenfield, et al		(tjschell@bryancave.com)
			J.L. Saffer, P.C.
			Jennifer L. Saffer
			(jlsaffer@jlsaffer.com)
403.	Picard v. The Estate of Sarah E.	12-cv-02375-JSR	Bryan Cave LLP
	Pearce, et al.		Thomas J. Schell
			(tjschell@bryancave.com)
404.	Picard v. Eli N. Budd	12-cv-02376-JSR	McClay Alton, P.L.L.P.
			(law@mcclay-alton.com)
405.	Picard v. James B. Pinto	12-cv-02377-JSR	McClay Alton, P.L.L.P.
	Revocable Trust U/A dtd		(law@mcclay-alton.com)
	12/1/03, et al.		

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406.	Picard v. Amy Pinto Lome Revocable Trust, U/A Dtd 5/22/0, et al.	12-cv-02378-JSR	McClay Alton, P.L.L.P. (law@mcclay-alton.com)
407.	Picard v. Robert Nystrom	12-cv-02403-JSR	Friedman Kaplan Seiler & Adelman LLP; Clayman & Rosenberg LLP William P. Weintraub (wweintraub@fklaw.com) Gregory W. Fox (gfox@fklaw.com)  Clayman & Rosenberg LLP Seth L. Rosenberg (rosenberg@clayro.com) Brian D. Linder
408.	Picard v. Jeffrey Hinte	12-cv-02404-JSR	(linder@clayro.com)  Martin J. Auerbach; Zuckerman Spaeder LLP; Friedman Kaplan Seiler & Adelman LLP (auerbach@mjaesq.com)  Zuckerman Spaeder LLP Laura E. Neish (lneish@zuckerman.com)  Friedman Kaplan Seiler & Adelman LLP William P. Weintraub (wweintraub@fklaw.com) Kizzy L. Jarashow (kjarashow@fklaw.com)
409.	Picard v. Kostin Company, et al.	12cv-02409-JSR	Morgan, Lewis & Bockius LLP Bernard J. Garbutt III (bgarbutt@morganlewis.com) Menachem O. Zelmanovitz (mzelmanovitz@morganlewis.com) Andrew D. Gottfried (agottfried@morganlewis.com)

410.	Picard v. P.B. Robco, Inc.	12-cv-02410 (Joined Picard	Becker & Poliakoff LLP
		v. Abel 11-cv-07766)	Helen Davis Chaitman
			(Hchaitman@beckerny.com)
411.	Picard v. Estate of William E.	12-cv-02411-JSR	Rosenfeld & Kaplan, LLP
	Sorrel, et al		Tab K. Rosenfeld
			(tab@rosenfeldlaw.com)
			Steven Kaplan
			(steve@rosenfeldlaw.com)
412.	Picard v. Rita Sorrel	12-cv-02412-JSR	Rosenfeld & Kaplan, LLP
			Tab K. Rosenfeld
			(tab@rosenfeldlaw.com)
			Steven Kaplan
			(steve@rosenfeldlaw.com)
413.	Picard v. Buffalo Laborers'	12-cv-02413-JSR	Proskauer Rose LLP
	Pension Fund, et al.		(rspinogatti@proskauer.com)
414.	Picard v. Nancy Portnoy	12-cv-02414-JSR	Kostelanetz & Fink LLP
			Brian C. Wille
			(bwille@kflaw.com)
			Christopher M. Ferguson
			(cferguson@kflaw.com)
415.	Picard v. Milton Davis Non-	12-cv-02415-JSR	Whiteford Taylor & Preston LLP; Levin & Gann,
	Exempt Marital Trust U/A		P.A.
	12/13/84, et al.		Brent C. Strickland
			(bstrickland@wtplaw.com)
			Paul M. Nussbaum
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			Kenneth Oestreicher
			(koestreicher@wtplaw.com)
			Levin & Gann, P.A.
			Stanford G. Gann, Sr.
			(sgann@levingann.com)
416.	Picard v. G. Bruce Lifton	12-cv-02416-JSR	Meyer, Suozzi, English & Klein, P.C.
			Alan Evan Marder
			(amarder@msek.com)

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417.	Picard v. The Judie Lifton 1996 Revocable Trust DTD 9/5/1996, et al	12-cv-02417-JSR	Meyer, Suozzi, English & Klein, P.C Alan Evan Marder (amarder@msek.com)
418.	Picard v. Steven J. Lifton	12-cv-02420-JSR	Meyer, Suozzi, English & Klein, P.C. Alan Evan Marder (amarder@msek.com)
419.	Picard v. Estate of John Y. Seskis, et al.	12-cv-02427-JSR	Sills Cummis & Gross, P.C. Kenneth R. Schachter (kschachter@sillscummis.com) Lori K. Sapir (lsapir@sillscummis.com)
420.	Picard v. Fab Industries, Inc., et al	12-cv-02428-JSR	Sills Cummis & Gross, P.C. Kenneth R. Schachter (kschachter@sillscummis.com) Lori K. Sapir (lsapir@sillscummis.com)
421.	Picard v. Lehrer et al. (Neal Goldman and Linda Sohn)	12-cv-02429-JSR	Mintz & Gold LLP Terence W. McCormick (mccormick@mintzandgold.com)
422.	Picard v. Estate of Doris M. Pearlman, et al	12-cv-02433-JSR	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Joanne M. Hepburn (Joanne.hepburn@klgates.com)
423.	Picard v. Citrus Investment Holdings Ltd.	12-cv-02435-JSR	Latham & Watkins LLP Michael J. Riela (Michael.riela@lw.com)
424.	Picard v. Dorothy Ervolino	12-cv-02444-JSR	Otterbourg, Steindler, Houston, & Rosen P.C. Richard Gerard Haddad (rhaddad@oshr.com)
425.	Picard v. Estate of Richard M. Stark, et al.	12-cv-02445-JSR	Otterbourg, Steindler, Houston, & Rosen P.C. Richard Gerard Haddad (rhaddad@oshr.com)
426.	Picard v. Helene Saren- Lawrence	12-cv-02448-JSR	Herrick, Feinstein LLP Joshua J. Angel (jangel@herrick.com)

			Frederick E. Schmidt, Jr.
***************************************			(eschmidt@herrick.com)
427.	Picard v. The JP Group, et al.	12-cv-02449-JSR	Herrick, Feinstein LLP
	İ		Joshua J. Angel
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			Frederick E. Schmidt, Jr.
			(eschmidt@herrick.com)
428.	Picard v. Weithorn/Casper	12-cv-02450-JSR	Becker, Glynn, Melamed & Muffly LLP
	Associates for Selected		Chester B. Salomon
	Holdings, LLC, et al.		(csalomon@beckerglynn.com)
			Alec P. Ostrow
7777744			(aostrow@beckerglynn.com)
429.	Picard v. Bennett M. Berman	12-cv-02451-JSR	Goodwin Procter LLP
	Trust, et al.		Daniel M. Glosband
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			Larkin M. Morton
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			Christopher Newcomb
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			Proskauer Rose LLP
			Richard L. Spinogatti
· · · · · · · · · · · · · · · · · · ·			(rspinogatti@proskauer.com)
430.	Picard v. DOS BFS Family	12-cv-02453-JSR	Westernman Ball Ederer Miller & Sharfstein LLP
	Partnership II, L.P., et al.		John Westerman
			(jwesterman@westermanllp.com)
			Mickee Hennessy
1001111			(mhennessy@westermanllp.com)
431.	Picard v. Lehrer, et al. (moving	12-cv-02458 - JSR (Joined to	Mintz & Gold LLP
	parties Fischer Defendants)	Picard v. Goldman and Sohn	Steven G. Mintz
		12-cv-02429)	(mintz@mintzandgold.com)
			Terence W. McCormick
			(McCormick@mintzandgold.com)
			Daniel K. Wiis
			(wiig@mintzandgold.com)

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432.	Picard v. Thomas L. Stark, et al.	12-cv-02465-JSR	Otterbourg, Steindler, Houston, & Rosen P.C. Richard Gerard Haddad rhaddad@oshr.com
433.	Picard v. Lebanese American University	12-cv-02476-JSR	Wilmer Cutler Pickering Hale and Dorr LLP Philip David Anker (philip.anker@wilmerhale.com)
434.	Picard v. Carl Glick	12-cv-02477-JSR	Becker, Glynn, Melamed & Muffly LLP Chester B. Salomon (csalomon@beckerglynn.com) Alec P. Ostrow (aostrow@beckerglynn.com)
435.	Picard v. Lexington Capital Partners, L.P., et al	12-cv-02478-JSR	Becker, Glynn, Melamed & Muffly LLP Chester B. Salomon (csalomon@beckerglynn.com) Alec P. Ostrow (aostrow@beckerglynn.com)
436.	Picard v. Prospect Capital Partners, et al.	12-cv-02479-JSR	Becker, Glynn, Melamed & Muffly LLP Chester B. Salomon (csalomon@beckerglynn.com) Alec P. Ostrow (aostrow@beckerglynn.com)
437.	Picard v. David T. Washburn	12-cv-02480-JSR	Becker, Glynn, Melamed & Muffly LLP Chester B. Salomon (csalomon@beckerglynn.com) Alec P. Ostrow (aostrow@beckerglynn.com)
438.	Picard v. Bridge Holidays, LLC Defined Benefit Pension Plan, et al	12-cv-02484-JSR	Cravath, Swaine, & Moore LLP David Greenwald (dgreenwald@cravath.com) Richard Levin (rlevin@cravath.com)
439.	Picard v. RMGF Ltd. Partnership, et al.	12-cv-02491-JSR	Seyfarth Shaw LLP William L. Prickett (wprickett@seyfarth.com) Ryan A. Malloy (rmalloy@seyfarth.com)

440.	Picard v. William Jay Cohen, et al.	12-cv-02492-JSR	Shapiro Haber & Urmy LLP Charles E. Tompkins (ctompkins@shulaw.com) Thomas G. Shapiro (tshapiro@shulaw.com) Michelle H. Blauner (mblauner@shulaw.com)
441.	Picard v. Arthur Kepes Unified Credit Shelter Trust, et al.	12-cv-02507-JSR	Frank Haron Weiner PLC Laevin J Weiner (jweiner@fhwnlaw.com) Michael J Hamblin (mhamblin@fhwnlaw.com)
442.	Picard v. Irene Kepes Revocable Trust Restated UA dtd 5/22/00, et al.	12-cv-02508-JSR	Frank Haron Weiner PLC Laevin J Weiner (jweiner@fhwnlaw.com) Michael J Hamblin (mhamblin@fhwnlaw.com)
443.	Picard v. James Lowrey, et al.	12-cv-02510-JSR	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura Clinton (laura.clinton@klgates.com) Martha Rodriguez Lopez (martha.rodriguezlopez@klgates.com)
444.	Picard v. Chris Lazarides	12-cv-02511-JSR	Gibbons P.C. Michael S. O'Reilly (moreilly@gibbonslaw.com) Nick P. Christopher (Christopher@gibbonslaw.com)
445.	Picard v. Stuart J. Rabin	12-cv-02512-JSR	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Robert Honeywell (robert.honeywell@klgates.com)
446.	Picard v. Morris Blum Living Trust, et al	12-cv-02513-JSR	K&L Gates LLP Richard A. Kirby

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			Laura Clinton
			(laura.clinton@klgates.com)
			Martha Rodriguez Lopez
			(martha.rodriguezlopez@klgates.com)
447.	Picard v. Albert D. Angel, et al.	12-cv-02522-JSR	Skoloff & Wolfe, P.C.
			Jonathan W. Wolfe
			(jwolfe@skoloffwolfe.com)
			Barbara A. Schweiger
			(bschweiger@skoloffwolfe.com)
448.	Picard v. Katz Group Limited	12-cv-02523-JSR	Becker Meisel LLP
	Partnership, et al.		Stacey L. Meisel
			(slmeisel@beckermeisel.com)
			Lauren E. Hannon
			(lhannon@beckermeisel.com)
449.	Picard v. Estate of Syril Seiden,	12-cv-02524-JSR	Milber Makris Plousadis & Seiden, LLP
	et al		Leonardo D'Alessandro
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			Marisa Laura Lanza
			(mlanza@milbermakris.com)
450.	Picard v. Trust 'A' U/W/G	12-cv-02525-JSR	Greenberg Traurig
	Hurwitz, et al.		Maria J. DiConza
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			David G. Barger
			(bargerd@gtlaw.com)
451.	Picard v. Allan R. Hurwitz, et al.	12-cv-02526-JSR	Greenberg Traurig
			Maria J. DiConza
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			David G. Barger
450			(bargerd@gtlaw.com)
452.	Picard v. Brandi Hurwitz, et al.	12-cv-02527-JSR	Greenberg Traurig
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			(diconzam@gtlaw.com)
			David G. Barger
			(bargerd@gtlaw.com)

453.	Picard v. The June Bonyor	12-cv-02528-JSR	Greenberg Traurig
	Revocable Trust Restated UA		Maria J. DiConza
	dtd 5/22/00, et al		(diconzam@gtlaw.com)
			David G. Barger
			(bargerd@gtlaw.com)
454.	Picard v. Ted Goldberg, et al.	12-cv-02567-JSR	Wachtel Masyr & Missry LLP
			Howard Kleinhendler
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			Sara Spiegelman
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455.	Picard v. O.D.D. Investment,	12-cv-02568-JSR	Wachtel Masyr & Missry LLP
	L.P., D.D.O., Inc., et al.		(hkleinhendler@wmllp.com)
			Sara Spiegelman
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456.	Picard v. Kenneth H. Landis	12-cv-02569-JSR	Wachtel Masyr & Missry LLP
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457.	Picard v. Helene Juliette Feffer	12-cv-02571-JSR	Wachtel Masyr & Missry LLP
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458.	Picard v. Gloria Landis, et al.	12-cv-02572-JSR	Wachtel Masyr & Missry LLP
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459.	Picard v. Frances Levey	12-cv-02573-JSR	Wachtel Masyr & Missry LLP
	Revocable Living Trust, et al.		(hkleinhendler@wmllp.com)
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460.	Picard v. Carole Kasbar Bulman	12-cv-02574-JSR	Wachtel Masyr & Missry LLP
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461.	Picard v. Arlene F. Silna	12-cv-02575-JSR	Wachtel Masyr & Missry LLP
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462.	Picard v. Aaron D. Levey	12-cv-02576-JSR	Wachtel Masyr & Missry LLP
	Revocable Living Trust, et al.		(hkleinhendler@wmllp.com)
	(Bankr. Dkt. No. 10-05441)		Sara Spiegelman
			(sspiegelman@wmllp.com)
463.	Picard v. Aaron D. Levey	12-cv-02577-JSR	Wachtel Masyr & Missry LLP
	Revocable Living Trust, et al.		(hkleinhendler@wmllp.com)
	(Bankr. Dkt. No. 10-04894)		Sara Spiegelman
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464.	Picard v. Lehrer et al. (moving	12-cv-02578-JSR; Moved to	Golenbock Eiseman Assor Bell & Peskoe LLP
	party Elaine S. Stein and the	join in Picard v. Goldstein,	Douglas L. Furth
	Elaine Stein Revocable Trust)	Adv Pro. No. 10-4482 and	dfurth@golenbock.com
		Picard v. Lehrer, 11-cv-8679.	Michael S. Weinstein
			mweinstein@golenbock.com
465.	Picard v. Stein	12-cv-02579-JSR; Moved to	Golenbock Eiseman Assor Bell & Peskoe LLP
		join in Picard v. Goldstein,	Douglas L. Furth
		Adv Pro. No. 10-4482 and	dfurth@golenbock.com
		Picard v. Lehrer, 11-cv-8679.	Michael S. Weinstein
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466.	Picard v. ABG Partners, et al.	12-cv-02582-JSR	Goulston & Storrs, P.C.
			James F Wallack
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467.	Picard v. Andrew H. Cohen	12-cv-02583-JSR	Lewis & McKenna
			Paul Z. Lewis
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468.	Picard v. Hope W. Levene	12-cv-02585-JSR	Sullivan & Cromwell LLP
			Jeffrey T. Scott
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			(fritschj@sullcrom.com)
469.	Picard v. Freda Epstein	12-cv-02586-JSR	Sullivan & Cromwell LLP
	Revocable Trust, et al.		Jeffrey T. Scott

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470.	Picard v. Weiner Investments, L.P., et al.	12-cv-02617-JSR	Manion McDonough & Lucas, P.C. James R. Walker (jwalker@mmlpc.com)
471.	Picard v. Woodland Partners, L.P, et al.	12-cv-02618-JSR	Manion McDonough & Lucas, P.C. James R. Walker (jwalker@mmlpc.com)
472.	Picard v. Estate of Ella N. Waxberg, et al.	12-cv-02620-JSR	Frank, White-Boyd, PA Julianne R. Frank (jrfbnk@gmail.com)
473.	Picard v. Stefanelli Investors Group, et al (Bankr. Dkt No. 10- 05255; Joan L. Apisa & Danielle L. D'Esposito – Moving Party)	12-cv-02621-JSR	Law Office of Scott A. Steinberg Scott A. Steinberg  (ssteinberg@saslawfirm.net) Michael Harrison, Esq. (harrisonm@optonline.net)
474.	Picard v. Nine Thirty LL Investments, LLC, et al	12-cv-02622-JSR	Wolff & Samson, PC; Sperling & Slater P.C. Ronald L. Israel (risrael@wolffsamson.com)  Sperling & Slater P.C. Michael G. Dickler (mdickler@sperling-law.com)
475.	Picard v. Doris Glantz Living Trust, et al	12-cv-02637-JSR (Berger Joined to Co- Defendant Harrington 12-cv- 02801)	K&L Gates LLP Richard A. Kirby (richard.kirby@klgates.com) Laura K. Clinton
476.	Picard v. Lakeview Hedging Fund, LP, et al.	12-cv-02642-JSR	Wollmuth Maher & Deutsch LLP David H. Wollmuth (dwollmuth@wmd-law.com) Michael P. Burke (mburke@wmd-law.com)
477.	Picard v. Samuel-David Associates, Ltd., et al.	12-cv-02644-JSR	Cromwell & Moring LLP Mark S. Lichtenstein

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478.	Picard v. Joan Wachtler	12-cv-02663-JSR	(llarue@qslwm.com)  Mitchell Silberberg & Knupp LLP  Lauren J. Wachtler (ljw@msk.com)
479.	Picard v. Sol Wachtler	12-cv-02664-JSR	Mitchell Silberberg & Knupp LLP Lauren J. Wachtler (ljw@msk.com)
480.	Picard v. CEH Limited Partnership, et al	12-cv-02713-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
481.	Picard v. PGC Limited Partnership, et al	12-cv-02714-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)

482.	Picard v. Peter G. Chernis Revocable Trust Dtd 1/16/87, as amended, et al.	12-cv-02715-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
483.	Picard v. Marilyn Chernis Revocable Trust, et al	12-cv-02716-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
484.	Picard v. Picard v. Chernis Family Living Trust (2004)	12-cv-02717-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
485.	Picard v. Robyn G. Chernis Irrevocable Trust u/d/t 7/4/93	12-cv-02718-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com)

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486.	Picard v. Ryan Eyges Trust Dtd 12/26/96, et al	12-cv-02719-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
487.	Picard v. Samantha C. Eyges Trust U/A/D 4/19/02, et al.	12-cv-02720-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
488.	Picard v. Evelyn Chernis Irrevocable Trust Agreement For Samantha Eyges Dtd October 6th 1986, et al	12-cv-02721-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore

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489.	Picard v. Picard v. Harmon Family Limited Partnership, et al	12-cv-02722-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
490.	Picard v. Alfred B. Reischer Trust, et al	12-cv-02723-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com) William Heuer (wheuer@duanemorris.com)
491.	Picard v. Residuary Trust for Phyllis Reischer under the Amended & Restated Indenture of Trust dated 8/8/01, et al	12-cv-02724-JSR	Duane Morris LLP Patricia Piskorski Heer (phheer@duanemorris.com) Martin B. Shulkin (MBShulkin@duanemorris.com) Paul D. Moore (PDMoore@duanemorris.com) Jeffrey D. Sternklar (JDSternklar@duanemorris.com)

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492.	Picard v. Douglas Shapiro	12-cv-02725-JSR	Duane Morris LLP
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493.	Picard v. Magnus A. Unflat, et	12-cv-02726-JSR	Duane Morris LLP
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494.	Picard v. G.R.A.M. Limited	12-cv-02727-JSR	Duane Morris LLP
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495.	Picard v. Matthew R. Kornreich,	12-cv-02750-JSR	Proskauer Rose LLP
	et al.		Richard L. Spinogatti
			(rspinogatti@proskauer.com)
496.	Picard v. JD Partners LLC, et	12-cv-02755-JSR	King & Spalding LLP
	al.		Arthur J. Steinberg
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			Heath D. Rosenblat
			(hrosenblat@kslaw.com)
497.	Picard vs. America Israel	12-cv-02756-JSR	SNR Denton US LLP
	Cultural Foundation, Inc		Jonathan Goldberg
			(jonathan.goldberg@snrdenton.com)
			Carole Neville
			(carole.neville@snrdenton.com)
498.	Picard v. HSD Investments,	12-cv-02757-JSR	King & Spalding LLP
	L.P., et al		Arthur J. Steinberg
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		1	Michael A. Bartelstone
			(mbartelstone@kslaw.com)
499.	Picard v. Doris Glantz Living	12-cv-02758-JSR (Brenner	Meltzer, Lippe, Goldstein & Breitsone, LLP
	Trust, et al	and Doris Glantz Living Trust	Sally M. Donahue
		joined to Harrington 12-cv-	(sdonahue@meltzerlippe.com)
		02801)	
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500.	Picard vs. RKD Investments,	12-cv-02759-JSR	King & Spalding LLP
	L.P, et al.		Arthur J. Steinberg
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501.	Picard v. Macher Family	12-cv-02779-JSR	Law Office of Richard E. Signorelli
	Partnership, et al.		Richard E. Signorelli
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502.	Picard v. Stephen H. Stern	12-cv-02780-JSR	Law Office of Richard E. Signorelli
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			Bryan Ha (bhanyc@gmail.com)
503.	Diografia Dalama Familia Dungas	12-cv-02781-JSR	Law Office of Richard E. Signorelli
505.	Picard v. Dahme Family Bypass Testamentary Trust Dated	12-CV-U2/01-JSK	Richard E. Signorelli
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	10/2///0, et al		Bryan Ha
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504.	Picard v. The Lustig Family	12-cv-02782-JSR	Law Office of Richard E. Signorelli
304.	1990 Trust, et al	12-04-02/02-3510	Richard E. Signorelli
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505.	Picard v. David Ivan Lustig	12-cv-02783-JSR	Law Office of Richard E. Signorelli
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			Bryan Ha
			(bhanyc@gmail.com)
506.	Picard v. Liselotte J. Leeds	12-cv-02784-JSR	Dow Lohnes PPLC
	Lifetime Trust		Leslie H. Wiesenfelder
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507.	Picard v. Michael S. Leeds, et al.	12-cv-02785-JSR	Dow Lohnes PPLC
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508.	Picard vs. The Leeds Partnership, et al.	12-cv-02786-JSR	Dow Lohnes PPLC Leslie H. Wiesenfelder (Iwiesenfelder@dowlohnes.com) Brent Olson (bolson@dowlohnes.com) Michael Hays (mhays@dowlohnes.com)
509.	Picard v. MAF Associates, LLC,	12-cy-02788-JSR	Daniel Prichard (dprichard@dowlohnes.com)  King & Spalding LLP
307.	et al.	12-07-02/00-3310	Arthur J. Steinberg (asteinberg@kslaw.com) Heath D. Rosenblat (hrosenblat@kslaw.com)
510.	Picard v. Lisa Liebmann Adams	12-cv-02789-JSR	Day Pitney LLP Helen Harris (hharris@daypitney.com)
511.	Picard v. Estate of Ruth Schlesinger, et al (Estate of Ruth Schlesinger and Marcia Schlesinger Roiff – Moving Parties)	12-cv-02790-JSR	Foley Hoag LLP Kenneth S. Leonetti (kleonetti@foleyhoag.com)
512.	Picard v. 1998 William Gershen Revocable Trust, et al	12-cv-02791-JSR	Foley Hoag LLP Kenneth S. Leonetti (kleonetti@foleyhoag.com)
513.	Picard vs. Dawn Pascucci Barnard, et al.	12-cv-02792-JSR	King & Spalding LLP Arthur J. Steinberg (asteinberg@kslaw.com) Heath D. Rosenblat (hrosenblat@kslaw.com)
514.	Picard v. Herbert R. Goldenberg Revocable Trust, et al	12-cv-02793-JSR	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com)

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515.	Picard v. Dean L. Greenberg	12-cv-02794-JSR; incorporates by reference (not through joinder) arguments and authorities from <i>Picard v. Greiff</i> , No. 11-03775; <i>Picard v. Katz</i> , No. 11-03605; <i>Picard v. Flinn Investments, LLC et al.</i> ,F.Supp.2d, 2011 U.S. Dist. LEXIS 136627 (S.D.N.Y. 2011); <i>Picard v. Avellino et al.</i> , No. 11-03882; <i>Picard v. Maxam Absolute Return Fund L.P. et al.</i> , No. 11-07428	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com) Brendan M. Scott (bscott@klestadt.com)  Leonard, Street and Deinard Allen I Saeks (ais1548@leonard.com) Blake Shepard (blake.shepard@leonard.com)
516.	Picard v. Estate of Samuel Robert Roitenberg, et al.	12-cv-02795-JSR; incorporates by reference (not through joinder) arguments and authorities from <i>Picard v. Greiff</i> , No. 11-03775; <i>Picard v. Katz</i> , No. 11-03605; <i>Picard v. Flinn Investments, LLC et al.</i> ,, F.Supp.2d, 2011 U.S. Dist. LEXIS 136627 (S.D.N.Y. 2011); <i>Picard v. Avellino et al.</i> , No. 11-03882; <i>Picard v. Maxam Absolute Return Fund L.P. et al.</i> , No. 11-07428	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com) Brendan M. Scott (bscott@klestadt.com)  Leonard, Street and Deinard Allen I Saeks (ais1548@leonard.com) Blake Shepard (blake.shepard@leonard.com)

517.	Picard v. Sheldon Shaffer, et al.	12-cv-02796-JSR	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com) Brendan M. Scott (bscott@klestadt.com)  Leonard, Street and Deinard Allen I Saeks (ais1548@leonard.com) Blake Shepard (blake.shepard@leonard.com)
518.	Picard v. Sheldon Shaffer Trust Dtd 3/26/1996, et al.	12-cv-02797-JSR	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com) Brendan M. Scott (bscott@klestadt.com)  Leonard, Street and Deinard Allen I Saeks (ais1548@leonard.com) Blake Shepard (blake.shepard@leonard.com)
519.	Picard v. Sidney Ladin Revocable Trust Dated 12/30/96, et al.	12-cv-02798-JSR	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com) Brendan M. Scott (bscott@klestadt.com)  Leonard, Street and Deinard Allen I Saeks (ais1548@leonard.com) Blake Shepard (blake.shepard@leonard.com)
520.	Picard vs. Samuel Robinson	12-cv-02799-JSR	Klestadt & Winters LLP Tracy L. Klestadt (tklestadt@klestadt.com)

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521.	Picard v. Doris Glantz Living	12-cv-02801-JSR	Klestadt & Winters LLP
	Trust, et al		Tracy L. Klestadt
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522.	Picard vs. The Estate of Doris	12-cv-02872-JSR	Kelley Drye & Warren LLP
	Igoin, et al.		Jonathan K. Cooperman
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			Seungwhan Kim
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523.	Picard vs. Burton R. Sax	12-cv-02873-JSR	Meltzer, Lippe, Goldstein & Breitsone, LLP
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524.	Picard v. Sax-Bartels	12-cv-02874-JSR	Meltzer, Lippe, Goldstein & Breitsone, LLP
	Associates, Limited Partnership		Pedram A. Tabibi
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			Sally M. Donahue
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525.	Picard vs. The 1995 Jack Parker	12-cv-02875-JSR	Kasowitz, Benson, Torres, & Friedman LLP
	Descendant Trust No. 1, et al.		Marc E. Kasowitz
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			David J. Mark
			(dmark@kasowitz.com)
526.	Picard vs. JRAG, LLC, et al.	12-cv-02876-JSR	Kasowitz, Benson, Torres, & Friedman LLP
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714			(dmark@kasowitz.com)
527.	Picard v. The Article Fourth	12-cv-02879-JSR	Blank Rome LLP
	Non-Exempt Trust Created		James V. Masella, III

	Under the Leo M. Klein Trust Dated June 14, 1989 as Amended and Restated, et al.		(JMasella@BlankRome.com) Anthony A. Mingione (AMingione@BlankRome.com) Ryan E. Cronin (RCronin@BlankRome.com)
528.	Picard v. Howard Kaye	12-cv-02884-JSR	McClaughlin & Stern, LLP Lee S. Shalov (Ishalov@mclaughlinstern.com) Marc Rosenberg (mrosenberg@mclaughlinstern.com)
529.	Picard v. Mildred S. Poland, et al	12-cv-02885-JSR	McClaughlin & Stern, LLP Lee S. Shalov (Ishalov@mclaughlinstern.com) Marc Rosenberg (mrosenberg@mclaughlinstern.com)
530.	Picard v. Bernard Gordon, et al.	12-cv-02922-JSR	Ruskin Moscou Faltischeck, P.C. Mark S. Mulholland (mmulholland@rmfpc.com) Thoams A. Telesca (ttelesca@rmfpc.com)
531.	Picard vs. George E. Nadler	12-cv-02923-JSR	Ingram Yuzek Gainen Carroll & Bertolotti, LLP Daniel L. Carroll (dcarroll@ingramllp.com) Jennifer B. Schain (jschain@ingramllp.com)
532.	Picard v. Janis Berman	12-cv-02924-JSR	Ingram Yuzek Gainen Carroll & Bertolotti, LLP Daniel L. Carroll (dcarroll@ingramllp.com) Jennifer B. Schain (jschain@ingramllp.com)
533.	Picard vs. Candice Nadler Revocable Trust DTD 10/18/01, et al.	12-cv-02925-JSR	Ingram Yuzek Gainen Carroll & Bertolotti, LLP Daniel L. Carroll (dcarroll@ingramllp.com) Jennifer B. Schain (jschain@ingramllp.com)

534.	Picard v. Paul L. Loeb Living	12-cv-02926-JSR	Katten Muchin Rosenman LLP
	Trust, et al		Anthony L. Paccione
			(anthony.paccione@kattenlaw.com)
535.	Picard vs. Scott Gottlieb, et al.	12-cv-02931-JSR	Day Pitney LLP
			Joshua W. Cohen
			(jwcohen@daypitney.com)
536.	Picard v. PetcareRX, Inc.	12-cv-02932-JSR	Dickstein Shapiro LLP
			Deborah A. Skakel
			(Skakeld@dicksteinshapiro.com)
			Shaya M. Berger
			(bergers@dicksteinshapiro.com)
537.	Picard v. The Robert Auerbach	12-cv-02975-JSR	Folkenflik & McGerity
	Revocable Trust, et al.		Max Folkenflik
			(MFolkenflik@fmlaw.net)
538.	Picard v. CRS Revocable Trust,	12-cv-02976-JSR	Folkenflik & McGerity
	et al.		Max Folkenflik
			(MFolkenflik@fmlaw.net)
539.	Picard v. Robert S. Bernstein	12-cv-02977-JSR	Folkenflik & McGerity
			Max Folkenflik
			(MFolkenflik@fmlaw.net)
540.	Picard v. Gutmacher	12-cv-02978-JSR	Folkenflik & McGerity
	Enterprises, LP, et al		Max Folkenflik
	•		(MFolkenflik@fmlaw.net)
541.	Picard v. The S. James	12-cv-02979-JSR	Folkenflik & McGerity
	Coppersmith Charitable		Max Folkenflik
	Remainder Unitrust, et al.		(MFolkenflik@fmlaw.net)
542.	Picard v. Radcliff Investments	12-cv-02982-JSR	Clifford Chance US LLP
	Limited, et al.		Jeff E. Butler
			(jeff.butler@cliffordchance.com)
543.	Picard v. Amy Joel	12-cv-03100-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)

544.	Picard v. Robert A. Luria, et al	12-cv-03101-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
545.	Picard v. Amy J. Luria, et al.	12-cv-03102-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
546.	Picard v. The Estate of Gladys	12-cv-03104-JSR	Jaspan Schlesinger LLP
	C. Luria, et al.		Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
547.	Picard v. Patricia Samuels, et al.	12-cv-03105-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
548.	Picard v. Sylvia Joel, et al.	12-cv-03106-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
549.	Picard vs. The LDP Corp. Profit	12-cv-03107-JSR	Jaspan Schlesinger LLP
	Sharing Plan and Trust, et al.		Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)
550.	Picard v. Jeffrey Shankman	12-cv-03108-JSR	Jaspan Schlesinger LLP
			Steven R. Schlesinger
			(sschlesinger@jaspanllp.com)
			Shannon Anne Scott
			(sscott@jaspanllp.com)

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551.	Picard v. Stanley Plesent	12-cv-03403-JSR; adopts and	Pro Se Defendant
		incorporates Picard v. Arthur	24 Maple Avenue
		M. Siskind, 11-cv-8476-JSR	Larchmont, NY 10538
		and Adv. Pro. No. 10-4365	914-834-8260
			[No email address provided]

#### **EXHIBIT 3**

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION,

Plaintiff,

12-mc-0115 (JSR)

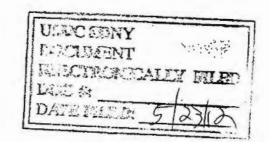
BERNARD L. MADOFF INVESTMENT SECURITIES LLC,

٧.

Defendant.

In re:

MADOFF SECURITIES



PERTAINS TO:

٧.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

Consolidated Case No. 11-cv-7603 (JSR)

ECF Case

IDA FISHMAN REVOCABLE TRUST, et al.,

Defendants.

FINAL JUDGMENT DISMISSING CERTAIN CLAIMS

This action came before the Court on motions to dismiss the complaints and amended complaints in actions later consolidated for certain purposes under Case No. 12-mc-0115 (JSR). The motions came on for hearing before the Court, and the Court issued, in Case No. 12-mc-0115 (JSR), an Order on April 27, 2012 (ECF No. 57) ("Dismissal Order"), an Opinion and Order on April 30, 2012 (ECF No. 72), a Supplemental Opinion and Order on

May 15, 2012 (ECF No. 101), and a Consent Order Granting Certification Pursuant to Fed. R. Civ. P. 54(b) for Entry of Final Judgment Dismissing Certain Claims and Actions on May 12, 2012 (ECF No. 101), which consolidated into Case No. 11-cv-7603 (JSR) (the "Fishman Action") all of the pertinent actions listed in the exhibits to the Dismissal Order for purposes of the entry of judgment dismissing the claims in those actions that sought avoidance of: (1) preferences under section 547 of the Bankruptcy Code; (2) constructive fraudulent transfers under section 548(a)(1)(B) of the Bankruptcy Code; and (3) actual and constructive fraudulent transfers or fraudulent conveyances under provisions of the New York Debtor & Creditor Law incorporated by section 544(b) of the Bankruptcy Code.

IT IS ORDERED AND ADJUDGED, pursuant to Fed. R. Civ. P. 54(b):

Defendants' motions to dismiss the complaints and amended complaints, as consolidated in the Fishman Action for purposes of the entry of judgment and appeal, are granted with respect to and to the extent of all of the claims that sought avoidance of: (1) preferences under section 547 of the Bankruptcy Code; (2) constructive fraudulent transfers under section 548(a)(1)(B) of the Bankruptcy Code; and (3) actual and constructive fraudulent transfers or fraudulent conveyances under provisions of the New York Debtor & Creditor Law incorporated by section 544(h) of the Bankruptcy Code, and such claims are dismissed.

Dated:	New York, New York 5/82, 2012	
	3/20,2012	Sols RIM
		JEDS. RAKOFF, U.S.D.J.
		ENTERED ON, 2012
		RUBY J. KRAJICEK Clerk of Court
		By: